



STATE OF MISSISSIPPI  
Phil Bryant, Governor

MISSISSIPPI DEPARTMENT OF CHILD PROTECTION SERVICES  
Dr. David A. Chandler, Commissioner

## Request for Proposal (RFP)

<b>RFP Number:</b> 17-003	<b>RFP Response Due Date and Time:</b> May 25, 2017, 3:00 p.m. Central Time
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**RFP Advertisement:** For the acquisition of Document Management System software for the Mississippi Department of Child Protection Services (MDCPS)

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<b>Return <u>Sealed</u> Proposal to:</b> Mississippi Department of Child Protection Services 700 North Street Jackson, MS 39202	<b>Mark <u>Envelope/Label</u> with:</b> RFP Number: 17-003 RFP Response Due Date: May 25, 2017 Attention: Debra Spell
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 <p><b>Direct Inquiries to:</b> MDCPS Contact: Debra Spell Telephone: 601-359-2642 Email: <a href="mailto:debra.spell@mdcps.ms.gov">debra.spell@mdcps.ms.gov</a></p>
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## Proposal Binding Signature and Contact Information

Vendor must provide the following information regarding the contact person the Mississippi Department of Child Protection Services, (MDCPS), should contact for questions and/or clarifications.

Name	Phone #
Address	Fax #
	E-mail

Subject to acceptance by MDCPS, the Vendor acknowledges that by submitting a proposal and signing in the space indicated below, that the Vendor and any subcontractors proposed are contractually obligated to comply with all items in this Request for Proposal (RFP), except those listed as exceptions on the Proposal Exception Form. If the *Proposal Exception Summary Form* is not included, the Vendor is indicating that the Vendor has no exception and acknowledges that Vendor will not be allowed to take exceptions after the submission of the proposal submitted in response to this RFP. The Vendor further certifies that the person below is authorized to bind the company for the products/services included in this proposal.

\_\_\_\_\_/\_\_\_\_\_  
**Original signature** of Officer in Bind of Company/Date

Name (typed or printed) \_\_\_\_\_

Title \_\_\_\_\_

Company name \_\_\_\_\_

Physical address \_\_\_\_\_

State of Incorporation \_\_\_\_\_

Tax I.D. #: \_\_\_\_\_

DUNS #: \_\_\_\_\_

BUSINESS ID# (Issued from Mississippi Secretary of State's Office (*Out-of-state corporations ONLY*)): \_\_\_\_\_

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## 1. Introduction and Overview

### 1.1. Purpose

Through the issuance of RFP No. 17-002, the Mississippi Department of Child Protection Services (MDCPS) is seeking to acquire a web-based Document Management System (DMS) for use statewide.

### 1.2. Background

MDCPS is responsible for protecting vulnerable children from abuse, neglect, and exploitation, as well as with providing services to strengthen, support, and preserve families. MDCPS manages protective programs on behalf of Mississippi's children, youth and their families by providing a wide range of family-centered services with the goal of strengthening the family unit.

MDCPS staff (approximately 1,900 users) utilizes the agency's current child welfare information system, the Mississippi Automated Child welfare Information System (MACWIS), to manage and track an average of 5,000 children in foster care at any given time, and over 8,500 children in custody at some point during the average fiscal year.

With the adoption of the federal CCWIS regulations in August 2016, MDCPS is seeking to develop a modular Comprehensive Child Welfare Information System (CCWIS) solution using Agile software development. CCWIS will replace MACWIS, which is currently at the end of its life cycle, and will not allow for the introduction of new technologies, enabling staff to effectively manage job tasks and adapt to constant changes in technology, regulations and requirements. The first step in this process included establishing a pool of Vendors with Agile software development expertise to develop these modules as MDCPS releases specifications for each module using a staged approach over the course of an estimated three years.

Even though modules are yet to be developed, MDCPS is moving forward with acquiring a document management system that will be integrated with applicable newly developed CCWIS software modules for use by case workers in county offices. However, the proposed system will still have to interface to MACWIS initially since it (MACWIS) will still be used for day-to-day activities until it is phased out over the next three to four years.

Meanwhile, case workers are in need of a system that will allow items such as photos, videos, medical records, and driver license information to be digitally accessible for an individual as needed for the each case.

### 1.3. Contract Award

1.3.1. **Evaluation Criteria.** MDCPS' intent in issuing this RFP is to award a contract to the lowest and best responsive Vendor who meets specifications, considering price and other factors. The Vendor's past performance, cooperation, and ability to provide service and training are general factors that will be weighed in the selection process.

1.3.2. **Multiple or Single Awards.** MDCPS reserves the right to make multiple awards.

- 1.3.3. **Right to Award in Whole or Part.** MDCPS reserves the right to approve an award by individual items or in total, whichever is considered to be in the best interest of the State of Mississippi.
- 1.3.4. **Time for Negotiation.** All contractual issues must be successfully negotiated within fifteen (15) working days from the Vendor's initial receipt of the project contract from MDCPS, unless MDCPS consents to extend the period.
- 1.3.5. **Valid Contract Required to Begin Work.** The successful Vendor should not begin any billable work until a valid contract has been executed. Any work done by the successful Vendor prior to the execution of the contract is done at the Vendor's sole risk. The State is under no obligation to pay for work done prior to the execution of a contract.

#### 1.4. **Contract Term**

- 1.4.1. **Initial Period.** The term of the contract shall be for three (3) years from date of signing.
- 1.4.2. **Renewal Period.** The contract shall be renewable for two (2) additional terms as agreed upon by the parties.

#### 1.5. **Definitions**

- 1.5.1. **Interchangeable Designations.** The terms "Vendor" and "Contractor" are referenced throughout this RFP. Generally, references to the "Vendor" are used in conjunction with the proposing organization and procurement process leading up to the final RFP selection and award. The term "Contractor" denotes the role assumed, post-award, by the winning Vendor. Additionally, the terms "State of Mississippi," "State" or "MDCPS" may be used interchangeably throughout this RFP to denote the political entity issuing the RFP.
- 1.5.2. **Acronyms and Glossary.** A general list of acronyms and/or glossary items used in the RFP is attached as Appendix D.

## 2. Project Schedule

<u>Task</u>	<u>Date</u>	<u>Time</u>
First Advertisement Date	4/18/17	
Second Advertisement Date	4/25/17	
Deadline for Submission of Vendor's Written Questions	4/28/17	3:00 p.m.
Questions and Answers Released by	5/8/17	
Proposals Due No Later Than	5/25/17	3:00 p.m.
Proposal Evaluation Begins	5/26/17	
Contract Negotiations Begin	6/12/17	
Estimated Project Start Date	7/1/17	

### 3. Administrative Requirements: Instructions for Submitting a Proposal

#### 3.1. Communications with Staff

- 3.1.1. **RFP Contact.** From the issue date of this RFP until a Vendor is selected and the selection is announced, responding Vendors or their representatives may not communicate, either orally or in writing regarding this RFP with any statewide elected official, state officer or employee, member of the legislature, legislative employee, or agency representative except as noted herein. To ensure a fair competitive process for each responding Vendor, all questions regarding this RFP must be submitted in writing to the State's contact person indicated below on or before the date and time specified in this RFP for accepting responding Vendor questions. All questions received by the State's contact person will be answered officially by the State in writing. All such questions and answers will become addenda to this RFP, and will be posted to [www.mdcps.ms.gov/procurement](http://www.mdcps.ms.gov/procurement). Vendors failing to comply with this requirement will be subject to disqualification.
- 3.1.2. **Contact Information.** The State's contact person for the selection process is: Debra Spell. Contact information is provided on page one of this RFP.
- 3.1.3. **Additional Designated State Representatives.** Vendor may consult with State representatives only as designated by the State's contact person identified above.
- 3.1.4. **Oral Communications Not Binding.** Only transactions which are in writing from MDCPS may be considered official. No negotiations, decisions, or actions shall be executed by any Vendor as a result of any discussions with any State employee.

#### 3.2. Delivery of Vendor's Response

- 3.2.1. **Written proposals.** Vendor's proposal must be received, in writing by MDCPS by the date and time specified on page 1 of this RFP. MDCPS is not responsible for any delays in delivery or expenses for the development or delivery of proposals. Any proposal received after proposal opening time will be returned unopened. Any proposal received with insufficient postage will be returned unopened.
- 3.2.2. **Proposals or alternations by fax, e-mail or phone.** Proposals or alternations by fax, e-mail or phone will not be accepted.
- 3.2.3. **Vendor's Responsibility for Delivery.** Vendors must ensure, through reasonable and sufficient follow-up, proper compliance with, and fulfillment of all schedules and deliverables specified within the body of this RFP. The State will not be responsible for the failure of any delivery medium for submission of information to or from the Vendor, including but not limited to, public and private carriers, U.S. mail, Internet Service Providers, facsimile, or e-mail.

#### 3.3. Proposal Exception

- 3.3.1. The Vendor must list the items from each section of this RFP with which the Vendor does not agree in the Proposal Exception Form.
- 3.3.2. See Appendix A for instructions regarding Vendor exceptions.

#### 3.4. Response Format Requirements

- 3.4.1. **Original Signatures Required.** Original signatures are required on one copy of the Submission Cover Sheet.
- 3.4.2. **Number of Copies Required.**
  - 3.4.2.1. The Vendor is required to submit one clearly marked original response, seven (7) and an electronic copy of the complete proposal, including all sections and attachments. Each original or copy must be in a separate 3-ring binder.
  - 3.4.2.2. Vendor must label the front and spine of the three-ring loose-leaf binder(s) with the Vendor name and RFP number.
  - 3.4.2.3. The Vendor's original submission must be clearly identified as the original.
- 3.4.3. **Sealed Proposal.** To prevent opening by unauthorized individuals, all copies of the proposal must be sealed in the package. A label containing the information on the RFP cover page must be clearly typed and affixed to the package in a clearly visible location.
- 3.4.4. **Pagination, Order, and Tabs.**
  - 3.4.4.1. Vendor must number each page of the proposal
  - 3.4.4.2. Vendor must respond to the sections and exhibits in the same order as the RFP.
  - 3.4.4.3. Vendor must label and tab the response to each section and exhibit, using the corresponding headings from the RFP.
- 3.4.5. **Maintain Original RFP Text.** The Vendor may intersperse their response following each RFP specification but must not otherwise alter or re-type any of the original text of this RFP. If the State determines that the Vendor has altered any language in the original RFP, the State may, in its sole discretion, disqualify the Vendor from further consideration. The RFP issued by MDCPS is the official version and will supersede any conflicting RFP language submitted by the Vendor.
- 3.4.6. **Items that must be included in proposal response.**
  - 3.4.6.1. Proposal Binding and Contact Sheet, signed and dated
  - 3.4.6.2. Proposal Bond, if applicable
  - 3.4.6.3. Proposal Exception Form, if applicable (Appendix A)
  - 3.4.6.4. Item-by-Item response to Technical Specifications
  - 3.4.6.5. Item-by-Item response to Vendor Qualifications
  - 3.4.6.6. References (Appendix B)
  - 3.4.6.7. Vendor response to Cost Proposal (Item 8 and Appendix C)
- 3.5. **Item-by-Item Response**
  - 3.5.1. **Response to Requirements.** The Vendor must respond to each outline item in the section as it is labeled in the RFP with "ACKNOWLEDGED," "WILL COMPLY" or "AGREED", in addition to any specific detailed information requested. Failure to respond with the requested detail will result in the Vendor receiving a lower score for that item, or, at the State's sole discretion, being subject to disqualification.
  - 3.5.2. **Response Order.** The State has no obligation to locate or evaluate any information in the Vendor's proposal that is not presented as outlined, per instructions. The Vendor may intersperse their response into an electronic version of the RFP, print the section and include a copy in the Vendor proposal binder.

- 3.5.3. **Response to Amendments and Clarifications.** The Vendor must include an item-by-item response to any new or edited section items for subsequent amendments and clarifications if issued, as well.
  - 3.5.4. **“Acknowledged” Response.** “ACKNOWLEDGED” should be used as acknowledgement that the Vendor has read and understands the statement, and does not have to agree or take any action.
  - 3.5.5. **“Will Comply” or “Agreed” Response.** “WILL COMPLY” or “AGREED” are used interchangeably to indicate that the vendor will adhere to the requirement.
  - 3.5.6. **“Exception” Response.** The Vendor must respond with “EXCEPTION” if Vendor cannot provide what is requested, or the Vendor does not agree with the requirement.
  - 3.5.7. **“Not Applicable Response”.** The Vendor may respond with “Not Applicable” if the Vendor considers the item to be not applicable to the product or service being offered. The Vendor must be aware that the State may not view this item as “Not Applicable”.
- 3.6. **Written Amendments or Clarifications to RFP**
- 3.6.1. **Official Amendments.** Any interpretation of this RFP will be made by written amendment only. The State will not be responsible for any other explanation of this RFP. A copy of any amendment will be posted on the MDCPS website, together with the associated RFP specification. Vendors are required to check the MDCPS website periodically for RFP amendments before the proposal opening date at: <http://www.MDCPS.ms.gov/procurement>.
  - 3.6.2. **Amendment Posting.** MDCPS will make every effort to post any and all amendments at least five working days prior to the proposal opening date listed on the cover page of this RFP. If an amendment is issued less than two days before the published proposal due date, the proposal due date will be extended by five working days. Vendors unable to access the website where amendments are posted, should contact the person listed as contact on page one of this RFP to request a copy.

## 4. Procurement Rules

### 4.1. RFP Policies and Procedures

- 4.1.1. **Rights to Waive or Reject.** The State reserves the right to waive any requirement in the proposal or to reject any or all proposals. Failure to furnish all information requested may disqualify a proposal. Noncompliance with any requirements of this proposal may result in a determination of non-responsiveness.
- 4.1.2. **Unsolicited Clarifications and Amendments.** Unsolicited clarifications and amendments submitted after the proposal submission deadline will be accepted or rejected at the State's sole discretions.
- 4.1.3. **Additional Clarification.** The State reserves the right to request additional clarification for item included in the Vendor's proposal. Failure to respond as requested may result in disqualification of the Vendor's proposal.
- 4.1.4. **Prices Changes during Award or Renewal Period.** Price increases will not be accepted during the award period or the renewal period, unless stipulated in the contract. MDCPS will take advantage of any price decreases.
- 4.1.5. **Proposal as Property of the State of Mississippi.** All written proposal material becomes the property of the State of Mississippi upon opening.
- 4.1.6. **Restriction on Advertising.** The Vendor must receive written approval from the State before publicizing the award of the contract of the product or services being provided, and shall in no way construe or convey the assumption that the State endorses the product of service being provided.
- 4.1.7. **Best and Final Offers.** The State reserves the right to solicit written Best and Final Offers (BAFOs) from Vendors, mainly in situations in which proposal costs exceed available funding or the State believes none of the competing proposals presents lowest and best proposal opportunity. The State may reject all proposals entirely then issue a BAFO for a new proposal, or request a BAFO for a specified section(s) of the proposal.
- 4.1.8. **Prime Contractor.** The selected Vendor will be designated the prime contractor in the proposal, and as such, shall be solely responsible for all products/services offered in the proposal and for the fulfillment of the contract with the State.
- 4.1.9. **Requirements for Projects Involving Sub-Contractors.** The Vendor will be responsible for the behavior of all its employees and subcontractors while on the premises engaged in work for MDCPS. Any Vendor employee or subcontractor acting in a manner determined by the administration of MDCPS to be detrimental, abusive, or offensive to any of the staff of will be asked to leave the premises and can be suspended from further work on the premises.
- 4.1.10. **Approval of Subcontractors.** Unless provided in the contract, the Vendor shall not contract with any other party for furnishing any of the contracted work or services without the consent, guidance, and written approval of the State. MDCPS reserves the right of refusal and the right to request replacement of a subcontractor because of unacceptable work or conduct.

- 4.1.11. **Subcontractor Agreement.** Copies of any agreements to be executed between the Vendor and any subcontractors must be included in the Vendor's proposal.
- 4.1.12. **Contractor/Subcontractor Disputes.** In order to protect the State's interest, MDCPS reserves the right to make an effort to resolve the contractual disagreements that may arise between the Vendor and its subcontractor after award of the contract.
- 4.1.13. **Requirements for Projects Involving Developed or Tailored Software.**
  - 4.1.13.1. If tailored software is developed for the State, the Vendor must be prepared to offer the State, at no additional cost, an application software license entitling the State to solely own, use, alter, or distribute the software without restriction. These requirements apply to source code, object code, and documentation.
  - 4.1.13.2. If the Vendor develops software for the State, the Vendor must acknowledge and agree that the State is the sole owner of such developed software with exclusive rights to use, alter, or distribute the software without restriction. This requirement applies to source code, object code, and documentation.
  - 4.1.13.3. The State may be willing to grant the Vendor a nonexclusive license to use the State's software subject to formulating acceptable terms and license fees.
- 4.1.14. **Americans with Disabilities Act Compliance for Web Development and Portal Related Services.** All Web and Portal development work must be designed and implemented in compliance with the Electronic and Information Technology Accessibility Standards associated with Section 508 of the Rehabilitation Act and with the Web Accessibility Initiative (WAI) of the W3C.
- 4.2. **Proposal Bond Information**

The Vendor is not required to include a proposal bond with the Vendor's RFP proposal.
- 4.3. **Performance Bond Information**

The Vendor is not required to include a Performance bond with the Vendor's RFP proposal.
- 4.4. **Debriefing**

A Vendor, successful or unsuccessful, may request a post-award debriefing, in writing, by U.S. mail or electronic submission. The written request must be received by the Commissioner of MDCPS within three business days of notification of the contract award. A post-award debriefing is a meeting and not a hearing; therefore, legal representation is not required. A debriefing typically occurs within five business days of receipt of the request. If a Vendor prefers to have legal representation present, the Vendor must notify MDCPS in writing and identify its attorney by name, address, and telephone number. MDCPS will schedule and/or suspend and reschedule the meeting at a time when a Representative of the Office of the Mississippi Attorney General can be present.
- 4.5. **Protests**

Any actual or prospective proposer/Vendor who is aggrieved in connection with this solicitation or the outcome of this RFP may file a protest with the MDCPS commissioner. The protest shall be submitted within seven (7) calendar days following award date, in writing after such

aggrieved person or entity knows or should have known of the facts giving rise thereto. All protests must be in writing, dated, signed by the proposer or an individual authorized to sign contracts on behalf of the protesting proposer, and contain a statement of the reason(s) for protest, citing the law(s), rule(s) and regulation(s) or procedure(s) on which the protest is based. The written protest letter shall contain an explanation of the specific basis for the protest. The protesting proposer must provide facts and evidence to support the protest. A protest is considered filed when received by the MDCPS Commissioner by either U.S. mail, postage prepaid, or by personal delivery. Protests filed after seven (7) calendar days following award date will not be considered.

#### 4.6. Pricing Guarantee

The Vendor must explicitly state, in the *Cost Proposal section* and in response to any specific instructions in the *Technical Specifications*, how long the proposal will remain valid. Unless stated to the contrary in the *Technical Specifications*, pricing must be guaranteed for a minimum of one hundred and twenty (120) days.

#### 4.7. Shipping Charges

For all RFPs requiring shipment of any product or component, all products must be delivered FOB destination to any location within the geographic boundaries of the State with all transportation charges prepaid and included in the RFP proposal or LOC quotation. Destination is the point of use.

#### 4.8. Non-Disclosure of Social Security Numbers

The Vendor acknowledges that any information system proposed, developed, or modified under this RFP that disseminates, in any form or manner, information or material that contains the Social Security Number of an individual, has mechanisms in place to prevent the inadvertent disclosure of the individual's Social Security Number to members of the general public or to persons other than those persons who, in the performance of their duties and responsibilities, have a lawful and legitimate need to know the individual's Social Security Number.

#### 4.9. Disclosure or Proposal Information

All disclosures of proposal information will be made in compliance with the Mississippi Public Records Act of 1983, defined in Section 25-61-1 et seq. of the Mississippi Code.

#### 4.10. Conflict of Interest

Mississippi law clearly forbids a direct or indirect conflict of interest of a company or its employees in selling to the State. If the possibility of a conflict does exist, Vendor must provide the nature of the conflict on a separate page and include it in the proposal. The Vendor may be precluded from providing products or services if a conflict of interest exists.

#### 4.11. Contractual Terms and Conditions

4.11.1. **Venue for Resolution of Dispute.** This contract is governed by and construed according to the laws of the State of Mississippi. Venue for the resolution of any dispute shall be Jackson, Hinds County, Mississippi. This contract is cancelable at the end of any fiscal period in the event funds are not appropriated by the funding authority. Notice requirements to Vendor cannot exceed sixty (60) days.

- 4.11.3. **Self-Insured.** The State of Mississippi is self-insured; all requirements for the purchase of casualty or liability insurance are deleted.
- 4.11.4. **Sovereign Immunity.** The State of Mississippi does not waive its sovereign immunities or defenses as provided by law by entering into this contract with the Vendor, Vendor agents, subcontractors, or assignees.
- 4.11.5. **Tax Exempt.** The Vendor is advised to refer to the Mississippi Code of 1972 (as amended), Sections 27-65-105 and 27-67-7 for statutes exempting state institutions from state sales and use taxes. The Vendor is solely liable for all taxes, including, but not limited to, use, excise, personal property, and sales tax.
- 4.11.6. **Implied Warranties.** Any provisions disclaiming implied warranties shall be null and void. See Mississippi Code Annotated Sections 11-7-18 and 75-2-719(4). The Vendor shall not disclaim implied warranties of merchantability and implied warranties of fitness for a particular purpose.
- 4.11.7. **Limitation on Liability.** The Vendor shall have no limitation on liability for claims related to the following items:
  - 4.11.7.1. Infringement issues;
  - 4.11.7.2. Bodily injury;
  - 4.11.7.3. Death;
  - 4.11.7.4. Physical damage to tangible personal and/or real property; and
  - 4.11.7.5. The intentional and willful or negligent acts of the Vendor and/or Vendor's employees or subcontractors.
- 4.11.8. **Delivery of Payment and Late Charges.** The State will deliver payments to the Vendor within forty-five (45) days after receipt of invoice and receipt, inspection, and approval of Vendor's products/services. No late charges will exceed 1.5% per month on any unpaid balance from the expiration of said period until payment is delivered. See Section 31-7-305 of the Mississippi Code Annotated.
- 4.11.9. **Interest Payment.** All requirements that the State pay interest (other than in connection with lease-purchase contracts not exceeding five years) are deleted.
- 4.11.10. **Attorney Fees.** The State shall not pay an attorney's fees, prejudgment interest or the cost of legal action to or for the Vendor.
- 4.11.11. **Contract Contingency.** This contract is contingent upon availability of funds and receipt of a valid purchase order from MDCPS.
- 4.11.12. **Contract Validity.** All contracts resulting from the issuance of this RFP will not be valid unless signed by the Executive Director of MDCPS.
- 4.11.13. **Order of Execution.** Vendors will be required to sign contracts and to initial all contract changes before the Executive Director of MDCPS signs.
- 4.11.14. **Mississippi Employment Protection Act.** Contractor represents and warrants that if awarded, it will ensure its compliance with the Mississippi Employment Protection Act of 2008, and will register and participate in the status verification system for all newly hired employees. Miss. Code Ann. § 71-11-1 et seq. (1972, as amended). The term

“employee” as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, “status verification system” means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor agrees to maintain records of such compliance. Upon request of the State, and after approval of the Social Security Administration or Department of Homeland Security when required, Contractor agrees to provide a copy of each such verification. Contractor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws. The breach of this agreement may subject Contractor to the following:

(a) termination of this contract for services and ineligibility for any state or public contract in Mississippi for up to three (3) years with notice of such cancellation/termination being made public; (b) the loss of any license, permit, certification or other document granted to Contractor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year; or, (c) both. In the event of such cancellation/termination, Contractor would also be liable for any additional costs incurred by the State due to Contract cancellation or loss of license or permit to do business in the State.

4.12. **E-verify Registration Certification**

Vendor must provide a copy of certification of E-Verify compliance with the RFP response.

4.13. **Liability Insurance Certification**

Vendor must provide a copy of the company’s certificate of liability insurance with the RFP response.

4.14. **Additional Contract Provisions**

The contract will include additional provisions, which are not inconsistent or incompatible with the material terms of this RFP, as may be agreed upon by the parties. All of the foregoing shall be in such form and substance as prescribed by the State.

## 5. Vendor Payment Information

### 5.1. Mississippi Accountability for Government Information and Collaboration (MAGIC) Vendor Code

5.1.1. MAGIC is used by state agencies only for ordering, invoicing, and payments. Any Vendor who has not previously done business with the State and has not been assigned a MAGIC Vendor code should visit the following link to register:

[https://sus.magic.ms.gov/sap/bc/webdynpro/sapsrm/wda\\_e\\_suco\\_sreg?sap-client=100](https://sus.magic.ms.gov/sap/bc/webdynpro/sapsrm/wda_e_suco_sreg?sap-client=100)

5.1.2. Vendors who have previously done business with the State may obtain their MAGIC Vendor code and all Vendors may access additional Vendor information at the link below:

<http://www.dfa.ms.gov/dfa-offices/mmrs/mississippi-suppliers-vendors/supplier-self-service/>

5.1.3. The awarded Vendor/Vendors must have a MAGIC Vendor Code for MDCPS projects. Vendors are not required to submit a vendor code or W-9 with Vendor's proposal. MDCPS will request a W-9 showing Vendor's Federal Tax ID at the time of the award for any Vendor that does not have a MAGIC Vendor Code.

### 5.2. Requirement for Electronic Payment and invoicing

5.2.1. Payments to the awarded Vendor for all goods and services acquired under this RFP by state agencies that make payments through the Mississippi State Government's Enterprise Resource Planning (ERP) solution ("MAGIC") will be made electronically, by deposit to the bank account of the Vendor's choice. The awarded Vendor must enroll and have active status in PayMode™, the State's current vehicle for sending and receiving electronic payments, prior to receiving any payments from state agencies.

5.2.2. For additional information on PayMode, including registration instructions, Vendors should visit the following website: <http://portal.paymode.com/ms/>.

### 5.3. Minority Vendor Self-Certification Form

5.3.1. A copy of the Minority Vendor Self-Certification Form with direction for filing can be obtained at:

[http://www.mississippi.org/assets/docs/minority/minority\\_vendor\\_selfcertform.pdf](http://www.mississippi.org/assets/docs/minority/minority_vendor_selfcertform.pdf).

5.3.2. Any questions about minority certification in Mississippi must be directed to the Minority Business Enterprise Division of the Mississippi Development Authority by telephone at (601) 359-3448 or via email at [minority@mississippi.org](mailto:minority@mississippi.org).

## 6. Technical Specifications

### 6.1. Item-by-Item Response Required

Vendor must provide an “Item-by-Item” response to each item in this section (6. Technical Specifications), as described in Item 3, Administrative Requirements.

### 6.2. Statements of Understanding Specific to this Project

- 6.2.1. Vendors with questions related to the requirements contained in this RFP must deliver a written document using the following Guidelines:
  - 6.2.1.1. Must deliver to Debra Spell by Friday, April 29, 2017 at 3:00 p.m. Central Time, using the contact information provided on page one of this RFP.
  - 6.2.1.2. This document may be delivered by hand, mail, or email.
  - 6.2.1.3. A response will be provide as specified in Item 2, Schedule, and Item 3.6, Written Amendments and Clarifications to RFP.
  - 6.2.1.4. Documents received after the deadline may be rejected.
- 6.2.2. The Vendor is requested to provide details on the features, functions, or other considerations exclusive of the specified requirements either his company or the proposed software affords the customer that may provide a distinct value to the State. In the event that such features, functions, or other considerations do provide a distinct benefit, the State reserves the right to give the Vendor additional consideration.
- 6.2.3. The Vendor must propose all component(s) necessary for operation of the requested system according to specification. If any component(s) is omitted from Vendor’s proposal, Vendor must be willing to provide the component(s) at no additional cost.
- 6.2.4. The Vendor must provide all software components and implementation services (data conversion, installation, training, support and other services) with sufficient knowledge transfer to State personnel as necessary for turnkey implementation of the proposed solution.
- 6.2.5. The State acknowledges that the specifications in this RFP are not comprehensive. Rather, they reflect the known requirements that must be met by the proposed system. Vendors must specify any additional components that may be needed and are proposed in order to complete each configuration. The Vendor must also provide details how/why the components are required.

### 6.3. Requirements

#### 6.3.1. Technical Requirements

- 6.3.1.1. The system must be a browser-based product, requiring only the server computer to have the software installed. Vendor must provide a list of browsers that the system supports.
- 6.3.1.2. All users must interface with the software through a web browser and must not require installation of any other software on the client computers. Client

computers must require only a standard web browser and Internet, intranet, or extranet access to the server.

- 6.3.1.3. The software system must be managed from a single point of reference for multiple locations across the State.
- 6.3.1.4. The proposed software must run in the Windows environments.
- 6.3.1.5. The Vendor must furnish: (1) Minimum PC system (tablet, android, etc.) and browser technical specifications necessary to access the system as proposed, and (2) Recommended PC system (tablet, android, etc.), and browser technical specifications necessary to access the system as proposed.
- 6.3.1.6. The system must be web-accessible based on a standard such as the W3C Web Accessibility Initiative. Vendor must provide details on the proposed system's accessibility.
- 6.3.1.7. The Vendor must provide details on how the system controls access to the application and system resources.
- 6.3.1.8. The system must allow multiple levels of access for administrators and staff based on role, allowing a user to access all components of the system allowed under the user's security designation.
- 6.3.1.9. The system must provide a unified login that allows a user to access all components of the system allowed under the user's security designation.
- 6.3.1.10. The Vendor must specify how failed logins, and how multiple logins by the same user are handled.
- 6.3.1.11. The system must allow the administrator to track all repository data access and maintain a log of all changes.
- 6.3.1.12. The system must allow IDs and passwords to be managed using Active Directory.
- 6.3.1.13. The proposed solution should have a single sign-on capability using Lightweight Directory Access Protocol (LDAP) that can integrate with Active Directory.
- 6.3.1.14. The Vendor must identify the maximum number of concurrent users and describe the maximum system load that the standard system will support, and under what conditions.
- 6.3.1.15. The proposed product have an Application Programming Interfaces (API's) available in the application software to support integration with other applications. API compliant, the Vendor must describe what functionality and documentation is available for these API's.
- 6.3.1.16. The system must include integrated help. Vendor must describe how workflow instructions and best practices are provided.
- 6.3.1.17. The Vendor must specify which database management software that is required for the proposed solution (for example, SQL Server, Oracle, etc., and whether it is provided. Vendor must list all additional software requirements for complete implementation of solution.
- 6.3.1.18. Vendor must describe the backup/restore features and capabilities of the system.

6.3.1.19. The Vendor shall propose and adhere to a mutually agreed upon disaster recovery plan, all at Contractor's expense.

6.3.1.20. It is desirable that all components of the proposed solution be integrated.

#### 6.3.2. Licensing Requirements

6.3.2.1. Vendor must describe their method for licensing the proposed software (for example, concurrent number of users, site/enterprise license, pricing tiers, etc.).

6.3.2.2. The Vendor must provide detail on the number of licenses being provided and how licensing is provided. The Vendor must propose a license to accommodate at least 1900 users. It is desirable that the license support unlimited users.

6.3.2.3. The Vendor must propose a pricing structure for adding additional users to the license agreement. Vendor must provide details on how this will be handled. Cost must be included as a separate line item in Appendix C, Cost Proposal.

#### 6.3.3. Functional Requirements

The functional software specifications for this project are incorporated into a table included in this RFP as Appendix F, Functional Requirements. Vendor must refer to that Attachment and formulate responses to that portion of the proposal as directed.

### 6.4. Installation/Implementation/Workplan

6.4.1. Vendor will be responsible for the installation and configuration of the proposed software on the server and hardware. Vendor will also be responsible for converting and migrating the past two years and existing case data to the proposed software. The vendor must propose all associated costs.

6.4.2. Vendor must specify a timetable for the delivery/installation of the proposed software.

6.4.3. Vendor must ensure that the proposed software is fully operational and performing properly. Vendor must describe any system software or services that will be required to facilitate the implementation and management of the proposed system.

6.4.4. Vendor must submit a detailed Project Work Plan identifying all significant work tasks and steps required for the entire project, timeframes, assigned resources by name and/or title, milestones, quality assurance checkpoints, and all deliverables.

6.4.5. The Project Work Plan must be structured so as to minimize disruption and interference with MDCPS' daily operations.

6.4.6. The Vendor must ensure that the proposed system is fully operational and performing properly upon implementation. Vendor must describe in the proposal submitted in response to this RFP, any system software or services that will be required to facilitate the implementation and management of the proposed system.

### 6.5. Training

- 6.5.1. The Vendor must propose onsite introductory training to utilize the proposed system. A detailed description including, at minimum, content, duration, and number of staff/size of class must be included with Vendor's response for:
    - 6.5.1.1. Administrator training for up to (16) administrative staff; and
    - 6.5.1.2. User training for 14 regional locations with at least 20 users per location.
  - 6.5.2. Vendor must provide a per session cost in Appendix C, Cost Proposal, should MDCPS need additional sessions at any of the regional sites.
  - 6.5.3. The Vendor must supply all course materials to include manuals and texts necessary for training. Attendees shall retain the course materials upon completion of training.
  - 6.5.4. The Vendor must discuss available off-site training and include the location of the training, length of classes and provide the cost of this off-site training as a separate item in Appendix C, for optional consideration by MDCPS.
  - 6.5.5. The Vendor may propose other available training opportunities for optional consideration. The cost of this training must be included as a separate item in Appendix C, as well.
- 6.6. **Warranty/Maintenance**
- 6.6.1. Vendor must specify warranty period for the proposed software products during which time maintenance need not be paid. The State desires a minimum one-year warranty after acceptance of the product such that: If the system fails during warranty, the Vendor will offer a workaround solution within 24 hours and a full fix within five (5) working days.
  - 6.6.2. Warranty coverage must also include provision for enhancements, fixes, and upgrades. Vendor must acknowledge the inclusion of all requested warranty features.
  - 6.6.3. Vendor must fully describe other features offered under the proposed warranty plan.
  - 6.6.4. Vendor must identify the cost to provide ongoing software support after the warranty period on an annual basis, for up to five (5) years. At minimum, support must be provided Monday through Friday, 7 AM to 5 PM Central Time and must include provision of enhancements, fixes, and upgrades. Vendor must fully describe the proposed software support.
  - 6.6.5. Price escalations, if any, for annual software support coverage must not exceed the lesser of a three (3) percent increase or an increase consistent with the percent increase in the consumer price index, all Urban Consumer US City Average (C.P.I. -u) for the preceding year.
  - 6.6.6. Vendor must specify the escalation policy for support calls that the State considers unresolved or unsatisfactorily resolved.
  - 6.6.7. Vendors must also identify any other support offerings available to the State for optional consideration. Vendor must describe.
- 6.7. **Additional Requirement**
- The Vendor must agree that, notwithstanding anything to the contrary in this agreement, MDCPS shall have the right to reproduce any and all physical documentation supplied under the terms

of the agreement resulting from this RFP, provided, however, that such reproduction shall be for the sole use of MDCPS and shall be subject to the same restrictions or use and disclosure as are contained elsewhere in the agreement resulting from this RFP.

## 7. Vendor Qualifications

### 7.1. Item-by-Item Response Required

Item 7, Vendor Qualifications, requires that the Vendor submit an “Item-by-Item” response to each outline item, as described in Item 3, Administrative Requirements.

### 7.2. Company Profile

Vendor must provide the following organizational information:

- 7.2.1. Date established (minimum one year requirement);
- 7.2.2. Corporate office location and number of branch offices;
- 7.2.3. Type of corporate structure and the state of incorporation;
- 7.2.4. Ownership information including public or private, parent company and subsidiaries;
- 7.2.5. Disclosure of any company restructurings, mergers, and acquisitions in the past three years that have impacted any products the Vendor sold, serviced, and supported; and
- 7.2.6. Name, title, address, telephone number and e-mail for the “Notice” article of the contract.

### 7.3. Product Information

- 7.3.1. The Vendor must describe the proposed solution including the name of the product line, individual module names, and version of the proposed software.
- 7.3.2. The Vendor must specify whether the product was developed in-house or was acquired by merger or acquisition with another company.
- 7.3.3. The Vendor must provide the details of what current enhancements are being planned for future releases of the proposed product and the estimated target dates of availability.
- 7.3.4. The Vendor must specify how often updates are released.
- 7.3.5. The Vendor must provide the average number of upgrades released for the product in the last 3 years.

### 7.4. Pending Legal Actions

- 7.4.1. Vendor must disclose any lawsuits, bankruptcy or other legal proceedings against the Vendor that pertain to any of the software, hardware, or other materials and/or services which are part of the Vendor’s proposal.
- 7.4.2. Vendor must include in the disclosure a summary of the legal action, citations where filed, and current status.

### 7.5. Place Order To Address and Remit To Address

- 7.5.1. Vendor must specify the ordering address in response to this item.
- 7.5.2. Vendor must specify the remit address in response to this item.

## 8. Cost Proposal

### 8.1. Content

Vendor must propose a fixed amount for all services and products requested in this RFP including, one-time and recurring costs for installation and licensing of software, interfaces, training of staff, professional services, software modifications, programming, travel, subsistence or lodging costs, and any other costs. All cost shall be enumerated item by item and a total price quoted for the entire project. A fixed price proposal must be submitted using the table in Appendix C, Cost Proposal.

### 8.2. Summarized and Detailed Cost

The Vendor must include and complete all parts of the cost proposal, Appendix C, Cost Proposal, in a clear and accurate manner. The Vendor must summarize all costs in Appendix C, and fully itemize them on a separate document as supporting documentation of how they were derived. These costs must include all initial, one-time purchase prices, as well as, all recurring costs.

### 8.3. Annual Increase Limit

Vendor must include an estimate on the annual increase in service cost. Vendor must agree to not increase annual recurring cost more than 3% each year.

## 9. Change Order

### 9.1. Fully-loaded and Base Rates

The Vendor must submit, in Appendix C, Cost Proposal, Table 3, a fully-loaded rate to include any travel or per diem costs, and a base rate that does not include travel or per diem costs. The fully-loaded rate would be used only when travel is required. These rates shall remain in effect for the duration of the contract.

### 9.2. Travel Not Required Cases

Vendor staff related travel expenses, as required and approved by the State for a Change Order, must be invoiced at the fully-loaded rate (or less). Travel expenses will not be reimbursed for Change Order hours for any Vendor staff where travel is not required, and must be billed at the base rate.

## 10. Scoring Methodology

### 10.1. Category and Percentage Summary

- 10.1.1. An Evaluation Team will review and evaluate all proposals. All information provided by the Vendors, as well as any other information available to evaluation team, will be used to evaluate the proposals
- 10.1.2. Each category is assigned a value between one and 100 percent.
- 10.1.3. The sum of all categories equals 100 percent.
- 10.1.4. The Evaluation Team will use the following categories and percentages:

Category	Percentage	
Proposal Categories:		
Technical Requirements	10%	
Functional Requirements	30%	
Training and Installation	10%	
Maintenance and Support	10%	
Vendor Qualifications	10%	
Total (Proposal Categories Percentage)	70%	
Cost	30%	
<b>Total (Cost and Proposal Categories)</b>	<b>100%</b>	

## 10.2. Evaluation Four (4) Stages

The evaluation will be conducted in four stages as follows:

10.2.1. **Stage 1 – Selection of Responsive/Valid Proposals** – Each proposal will be reviewed to determine if it is sufficiently responsive to the RFP requirements to permit a complete evaluation. A responsive proposal must comply with the instructions stated in this RFP with regard to content, organization, and format. Failure to submit a complete proposal may result in rejection of the proposal.

### 10.2.2. Stage 2 – Proposal Evaluation (all requirements excluding cost)

10.2.2.1. Scores will be determined for each item using the proposal categories listed in the table above.

10.2.2.2. Proposals meeting fewer than 80% of the requirements for the proposal categories listed above may be eliminated from further consideration.

### 10.2.3. Stage 3 – Cost Evaluation

10.2.3.1. Scores will be assigned using the following formula:

$$(1 - ((P - L) / L)) * C$$

Legend:

L= Total lifecycle cost of lowest valid proposal

P= Total lifecycle cost of proposal being scored

C= Percentage assigned to cost from the table above

10.2.3.2. Proposals with total lifecycle cost that at least twice the lifecycle cost for the lowest proposal meeting specifications will receive a score of 0 for cost.

### 10.2.4. Stage 4 – Selection of the successful Vendor

Final Quantitative Evaluation - Following any requested presentations at MDCPS's discretion, the Evaluation Team will re-evaluate any technical scores as necessary. The technical and cost scores will then be combined to determine the Vendor's final score.

### 10.3. On-site Demonstrations

10.3.1. At the discretion of the State, evaluators may request interviews, on-site presentations, demonstrations or discussions with any and all Vendors for the purpose of system overview and/or clarification or amplification of information presented in any part of the proposal.

10.3.2. If requested, Vendors must be prepared to make on-site demonstrations of system functionality and/or proposal clarifications to the evaluation team and its affiliates within seven calendar days of notification. Each presentation must be made by the project manager being proposed by the Vendor to oversee implementation of this project.

## 11. References

Vendor must identify three (3) related projects in size, complexity, scope, and technical environment in which the Vendor provided similar technical support services. See Appendix B for instructions and reference forms.

## Appendices

Appendix A: Proposal Exception Summary Form and Instructions

Appendix B: Reference Forms and Instructions

Appendix C: Cost Proposal

Appendix D: Acronyms

Appendix E: Contract and Exhibits to Contract

Appendix F: Requirements

## Appendix A: Proposal Exception Summary Form and Instructions

Vendor must enter any exceptions in the Exception in the table below:

- 1.1 Unless specifically disallowed on any specification herein, the Vendor may take exception to any item within this RFP, including a specification denoted as mandatory.
- 1.2 The Vendor has no liability to provide items to which an exception has been taken and the State has no obligation to accept any exception.
- 1.3 During the contract negotiation process, the State will make a determination on the gravity of the exception and whether to accept the risk that the exception proposes. Should the State be unable to accept the exception, the Vendor may either withdraw it, or the award will be withdrawn. Negotiations would then begin with Vendor that provided the next lowest and best proposal.
- 1.4 An exception will be accepted or rejected at the sole discretion of the State.

RFP Item Number	Brief Explanation of Exception	Vendor Proposed Alternative

## Appendix B: Reference Forms and Instructions

Vendor must identify three (3) related projects in size, complexity, scope, and technical environment in which the Vendor provided similar technical support services. The reference must be for a product, implementation, services, etc. that has been in place for at least six months. For each project provide the following in the form (vendor must complete a separate form for each reference):

- Name, position, address, phone number, e-mail address of a customer contact person who was directly involved in the project;
- Project Scope;
- Project Time Frame (Duration of Project);
- Vendor’s project participants; and
- Participant’s role in the project.

<b>Reference #1 (Prime Contractor)</b>	
Name of Contact	
Contact’s Position	
Contact’s Company Address	
Contact’s Phone Number	
Contact’s Email Address	
Project Scope	
Project Time Frame	
Vendor’s Project Participant	
Participant’s Role in Project	

<b>Reference #2 (Prime Contractor)</b>	
Name of Contact	
Contact's Position	
Contact's Company Address	
Contact's Phone Number	
Contact's Email Address	
Project Scope	
Project Time Frame	
Vendor's Project Participant	
Participant's Role in Project	

<b>Reference #3 (Prime Contractor)</b>	
Name of Contact	
Contact's Position	
Contact's Company Address	
Contact's Phone Number	
Contact's Email Address	
Project Scope	
Project Time Frame	
Vendor's Project Participant	
Participant's Role in Project	

**Subcontractor References**

The Vendor’s proposal must identify any subcontractor(s) that will be used. The Vendor (prime contractor) must also include two (2) references for services that the subcontractor has performed that the State may contact in the following forms:

<b>Subcontractor Information</b>	
Subcontractor Company Name	
Subcontractor Company Address	
Subcontractor Contact	
Contact’s Phone Number	
Contact’s E-mail Address	
Scope of Services to be Provided	

<b>Reference #1 (Subcontractor)</b>	
Name of Contact	
Contact's Position	
Contact's Company Address	
Contact's Phone Number	
Contact's Email Address	
Project Scope	
Project Time Frame	
Vendor's Project Participant	
Participant's Role in Project	

<b>Reference #2 (Subcontractor)</b>	
Name of Contact	
Contact's Position	
Contact's Company Address	
Contact's Phone Number	
Contact's Email Address	
Project Scope	
Project Time Frame	
Vendor's Project Participant	
Participant's Role in Project	

### Appendix C: Cost Information Form

Vendor must include and complete all parts of the cost proposal in a clear and accurate manner. Omissions, errors, misrepresentations, or inadequate details in the Vendor’s cost proposal may be grounds for rejection of the Vendor’s proposal. Costs that are not clearly identified will be borne by the Vendor. The Vendor should supply supporting details as described in the Item 10, Cost Proposal.

**Table 1**

Category	Item Description	Quantity or Frequency of Cost (per month, one time, etc.)	Extended Cost
1. Training			
2. Installation			
3. Professional Services			
4. Other (please specify)			
5. Other (please specify)			
Total Initial Cost			
Support			
Other (Specify)			
Total Annual On-going Cost			

**Table 2 – Change Order Rates**

Item Description	Base Rate	Fully-Loaded Rate

## Appendix D: Acronyms

A list of Acronyms can be provided upon request.

## Appendix E: Sample Contract and Exhibits

The inclusion of this contract does not Preclude MDCPS from, at its sole discretion, negotiating additional terms and conditions with the selected Vendor(s) specific to the projects covered by this RFP.

Documents that must be attached to any resulting contract as Exhibits include: (1) Contract Language for General Services; (2) safeguarding and Reporting Responsibilities for Personally identifiable Information PII; (3) Federal Debarment Verification Requirement; and Proprietary Information Form

**PROJECT NUMBER 17-003**  
**SOFTWARE LICENSE AND MAINTENANCE AGREEMENT**  
**BETWEEN**  
**INSERT VENDOR NAME**  
**AND**  
**MISSISSIPPI DEPARTMENT OF CHILD PROTECTION SERVICES**

This Software License and Maintenance Agreement (hereinafter referred to as “Agreement”) is entered into by and between **INSERT VENDOR NAME**, a **INSERT STATE OF INCORPORATION** corporation having its principal place of business at **INSERT VENDOR STREET ADDRESS** (hereinafter referred to as “Licensor”), and Mississippi Department of Child Protection Services having its principal place of business at 660 North Street, Jackson, Mississippi 39202 (hereinafter referred to as “Licensee” and/or “MDCPS”).

**WHEREAS**, Licensee, pursuant to Request For Proposal (herein referred to as “RFP”) Number 17-003 requested proposals for the acquisition of software, services, and technical support necessary for the implementation of Document Management System as described in the RFP, and

**WHEREAS**, Licensor was the successful proposer in an open, fair, and competitive procurement process to provide the software and services described herein;

**NOW THEREFORE**, in consideration of the mutual understandings, promises, consideration, and agreements set forth, the parties hereto agree as follows:

#### **ARTICLE 1 DEFINITIONS**

The following terms as used herein shall have the following meanings:

**1.1 “Documentation”** means the published user and technical manuals and documentation that Licensor makes generally available for the Software.

**1.2 “Enhancements”** means the fixes, updates, upgrades, or new versions of the Software or Documentation that Licensor may provide to Licensee under this Agreement.

**1.3 “Licensee”** means the Mississippi Department of Child Protection Services, its employees, and any third party consultants or Outsourcers engaged by Licensee who have a need to know and who shall be bound by the terms and conditions of this Agreement.

**1.4 “Licensor”** means **INSERT VENDOR NAME**, its successors and assigns.

**1.5 “Products”** means the Software, Documentation, Enhancements, and any copy of the Software, Documentation, or Enhancements.

**1.6** “**Software**” means the machine-readable object code version of the computer programs described in and specifically identified in the attached Exhibit A, whether embedded on disc, tape, or other media.

## **ARTICLE 2 TERM OF AGREEMENT**

**2.1** The effective date of this Agreement shall be the date it is signed by all parties and, provided that Licensee has paid all applicable fees, its term is perpetual, unless terminated as prescribed elsewhere in this Agreement. The Products must be delivered, installed, accepted by Licensee, and all training and other tasks required under this Agreement, with the exception of warranty service or software maintenance, completed on or before **INSERT DATE**, unless a change in this date is mutually agreed to in writing by the Licensee and the Licensor. Software, as used herein, also includes future updates/revisions and new releases of the Software that Licensor may provide to Licensee under this Agreement.

**2.2** This Agreement will become a binding obligation on the State only upon the issuance of a valid purchase order by the Licensee following contract execution.

## **ARTICLE 3 SCOPE OF LICENSE**

Licensor hereby grants to Licensee a non-exclusive, non-transferable, and perpetual license to use the Products for Licensee’s business operations subject to the terms of this Agreement. Licensee may license additional Software Products by executing a written amendment to this Agreement and paying an additional license fee.

## **ARTICLE 4 DELIVERY, RISK OF LOSS, AND ACCEPTANCE**

**4.1** Licensor shall deliver and install the Software and Documentation to the location specified by Licensee and pursuant to the delivery schedule mutually agreed to by the parties.

**4.2** Licensor shall assume and bear the entire risk of loss and damage to the Products from any cause whatsoever while in transit and at all times throughout Licensor’s possession thereof.

**4.3** Licensee shall have thirty (30) calendar days after installation of the Software by Licensor to evaluate and test the Software to confirm that it performs without any defects and in accordance with RFP No. 17-003, Licensor’s Proposal in response thereto, and Licensor’s user Documentation. Licensee shall immediately thereafter notify Licensor in writing of any defects in the Software, which must be corrected prior to payment being made. Thereafter, Licensor shall have ten (10) working days in which to either repair or replace the defective Software, all at Licensor’s expense. In the event Licensor is unable to repair or replace the Software, Licensee may terminate this Agreement pursuant to the Termination Article herein.

## **ARTICLE 5 CONSIDERATION AND METHOD OF PAYMENT**

The cost of the Software and services to be provided by Licensor is specified in the attached Exhibit A, which is incorporated herein by reference. In no event will the total compensation to be paid hereunder exceed the specified sum of **\$INSERT AMOUNT**, unless prior written authorization from MDCPS has been obtained. Upon acceptance of the Software by Licensee, Licensor shall invoice Licensee for the Software, and the services will be invoiced as they are rendered. Licensor shall submit invoices and supporting documentation to Licensee electronically at any time during the term of this Agreement using the processes and procedures identified by the State. Licensee shall make payment hereunder in accordance with Mississippi law on “Timely Payment for Purchases by Public Bodies,” Section 31-7-301, et seq. of the 1972 Mississippi Code Annotated, as amended, which generally provides for payment of undisputed amounts by Licensee within forty-five (45) days of receipt of the invoice. Licensor understands and agrees that Licensee is exempt from the payment of taxes. All payments should be made in United States currency. Payments by state agencies using Mississippi’s Accountability System for Government Information and Collaboration (MAGIC) shall be made and remittance information provided electronically as directed by the State. The payments by these agencies shall be deposited into the bank account of the Licensor’s choice. No payment, including final payment, shall be construed as acceptance of defective Products or incomplete work, and the Licensor shall remain responsible for full performance in strict compliance with the contract documents specified in the article herein titled “Entire Agreement.”

## **ARTICLE 6 OWNERSHIP, USE, AND RESTRICTIONS ON USE**

**6.1** Licensee acknowledges that the Software Products shall remain the exclusive property of Licensor. Licensee acknowledges that it has no right to or interest in the Software Products other than as expressly granted herein. Licensee shall not remove any identification notices affixed to the Software Products or their packaging.

**6.2** Licensee is granted the right to make sufficient copies of the Products to support its use and for archival and disaster recovery purposes. Licensee shall include Licensor’s confidentiality and proprietary rights notices on any copies made of the Products.

**6.3** Licensee acknowledges that the Software Products are trade secrets and confidential information of Licensor. Neither the Software Products nor any physical media containing the Software may be used, copied, disclosed, broadcast, sold, re-licensed, distributed, or otherwise published by Licensee except as expressly permitted by this Agreement. Licensee shall use reasonable efforts to maintain the confidential nature of the Software Products.

**6.4** Licensee is granted the right to customize the Software for its use. Licensee may not resell or sub-license the original Software or the customized version.

**6.5** Licensee agrees that, except as noted herein, it will not otherwise copy, translate, modify, adapt, decompile, disassemble, or reverse engineer any of the Software without the prior written consent of Licensor.

## **ARTICLE 7 WARRANTIES**

**7.1** Licensor represents and warrants that it has the right to license the Products provided under this Agreement.

**7.2** Licensor represents and warrants that the Products provided by Licensor shall meet or exceed the minimum specifications set forth in RFP No. 17-003 and Licensor's Proposal in response thereto.

**7.3** Licensor represents and warrants that all work performed hereunder, including but not limited to consulting, training, and Software maintenance, shall be performed by competent personnel and shall be of professional quality consistent with generally accepted industry standards for the performance of such services and shall comply in all respects with the requirements of this Agreement. For any breach of this warranty, the Licensor shall, for a period of ninety (90) days from the performance of service, perform the services again at no cost to the Licensee, or if the Licensor is unable to perform the services as warranted, the Licensor shall reimburse the Licensee the fees paid to the Licensor for the unsatisfactory services.

**7.4** Licensor represents and warrants that neither the Software nor Enhancements shall contain disabling code or a lockup program or device. Licensor further agrees that it will not under any circumstances, including enforcement of a valid contract right, (a) install or trigger a lockup program or device, or (b) take any step which would in any manner interfere with Licensee's licensed use of the Software or Enhancements and/or which would restrict Licensee from accessing its data files or in any way interfere with the transactions of Licensee's business. For any breach of this warranty, Licensor, at its expense, shall, within five (5) working days after receipt of notification of the breach, deliver Products to Licensee that are free of such disabling code or a lockup program or device.

**7.5** In addition, Licensor represents and warrants that neither the Software nor Enhancements delivered to Licensee contain a computer virus. For purposes of this provision, a computer virus shall be defined as code intentionally inserted in the Software or Enhancements that will damage or destroy Licensee's applications or data. For any breach of this warranty, Licensor, at its expense, shall, within five (5) working days after receipt of notification of the breach, deliver Products to Licensee that are free of any virus and shall be responsible for repairing, at Licensor's expense, any and all damage done by the virus to Licensee's site.

**7.6** Licensor represents and warrants that the Software will operate free from defects for a period of **{SPECIFY WARRANTY PERIOD}** after acceptance and will provide Licensee complete functionality necessary for the operation of the system as stated in RFP No. 17-003 and the Licensor's Proposal in response thereto. Licensor's obligations pursuant to this warranty shall include, but are not limited to, the repair of all defects or the replacement of the Software at the expense of Licensor. In the event Licensor is unable to repair or replace the Software within ten (10) working days after receipt of notice of the defect, Licensee shall be entitled to a full refund of fees paid and shall have the right to terminate this Agreement in whole or in part. Licensee's rights hereunder are in addition to any other rights Licensee may have.

**7.7** If applicable under the given circumstances, Licensor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act, Section 71-11-1, et seq. of the Mississippi Code Annotated (Supp2008), and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Licensor agrees to maintain records of such compliance and, upon request of the State and approval of the Social Security Administration or Department of Homeland Security where required, to provide a copy of each such verification to the State. Licensor further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. Licensor understands and agrees that any breach of these warranties may subject Licensor to the following: (a) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (b) the loss of any license, permit, certification or other document granted to Licensor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. In the event of such termination/cancellation, Licensor would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit.

**7.8** Licensor represents and warrants that the system provided pursuant to this Agreement will pass both internal security audits and independent security audits. For any breach of the preceding warranty at any time during which the system is covered by warranty, maintenance and/or support, Licensor shall, at its own expense and at no cost to Licensee, remediate any defect, anomaly or security vulnerability in the system by repairing and/or replacing any and all components of the system necessary in order for the system to be secure.

**7.9** Licensor represents and warrants that no official or employee of Licensee, and no other public official of the State of Mississippi who exercises any functions or responsibilities in the

review or approval of the undertaking or carrying out of the project shall, prior to the completion of said project, voluntarily acquire any personal interest, direct or indirect, in this Agreement. The Licensor warrants that it has removed any material conflict of interest prior to the signing of this Agreement, and that it shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its responsibilities under this Agreement. The Licensor also warrants that in the performance of this Agreement no person having any such known interests shall be employed.

**7.10** The Licensor represents and warrants that no elected or appointed officer or other employee of the State of Mississippi, nor any member of or delegate to Congress has or shall benefit financially or materially from this Agreement. No individual employed by the State of Mississippi shall be admitted to any share or part of the Agreement or to any benefit that may arise therefrom. The State of Mississippi may, by written notice to the Licensor, terminate the right of the Licensor to proceed under this Agreement if it is found, after notice and hearing by the MDCPS Commissioner or his/her designee, that gratuities in the form of entertainment, gifts, jobs, or otherwise were offered or given by the Licensor to any officer or employee of the State of Mississippi with a view toward securing this Agreement or securing favorable treatment with respect to the award, or amending or making of any determinations with respect to the performing of such contract, provided that the existence of the facts upon which the MDCPS Commissioner makes such findings shall be in issue and may be reviewed in any competent court. In the event this Agreement is terminated under this article, the State of Mississippi shall be entitled to pursue the same remedies against the Licensor as it would pursue in the event of a breach of contract by the Licensor, including punitive damages, in addition to any other damages to which it may be entitled at law or in equity.

## **ARTICLE 8 INFRINGEMENT INDEMNIFICATION**

Licensor represents and warrants that neither the Products and their elements nor the use thereof violates or infringes on any copyright, patent, trademark, servicemark, trade secret, or other proprietary right of any person or entity. Licensee shall notify Licensor promptly of any infringement claim of which it has knowledge and shall cooperate with Licensor in the defense of such claim by supplying information, all at Licensor's expense. Licensor, at its own expense, shall defend or settle any and all infringement actions filed against Licensor or Licensee which involve the Products provided under this Agreement and shall pay all settlements, as well as all costs, attorney fees, settlements, damages, and judgment finally awarded against Licensee. If the continued use of the Products for the purpose intended is threatened to be enjoined or is enjoined by any court of competent jurisdiction, Licensor shall, at its expense: (a) first procure for Licensee the right to continue using the Products, or upon failing to procure such right; (b) modify or replace the Products, or components thereof, with non-infringing Products so it becomes non-infringing, or upon failing to secure either such right; (c) refund the license fees previously paid by Licensee

for the Products Licensee may no longer use. Said refund shall be paid within ten (10) working days of notice to Licensee to discontinue said use.

## **ARTICLE 9 MODIFICATION**

This Agreement may be modified only by written agreement signed by the parties hereto, and any attempt at oral modification shall be void and of no effect. The parties agree to renegotiate the Agreement if federal and/or state revisions of any applicable laws or regulations make changes in this Agreement necessary.

## **ARTICLE 10 AUTHORITY, ASSIGNMENT AND SUBCONTRACTS**

**10.1** In matters of proposals, negotiations, contracts, and resolution of issues and/or disputes, the parties agree that Licensor represents all contractors, third parties, and/or subcontractors Licensor has assembled for this project. The Licensee is required to negotiate only with Licensor, as Licensor's commitments are binding on all proposed contractors, third parties, and subcontractors.

**10.2** Neither party may assign or otherwise transfer this Agreement or its obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld. Any attempted assignment or transfer of its obligations without such consent shall be null and void. This Agreement shall be binding upon the parties' respective successors and assigns.

**10.3** Licensor must obtain the written approval of Licensee before subcontracting any portion of this Agreement. No such approval by Licensee of any subcontract shall be deemed in any way to provide for the incurrence of any obligation of Licensee in addition to the total fixed price agreed upon in this Agreement. All subcontracts shall incorporate the terms of this Agreement and shall be subject to the terms and conditions of this Agreement and to any conditions of approval that Licensee may deem necessary.

**10.4** Licensor represents and warrants that any subcontract agreement Licensor enters into shall contain a provision advising the subcontractor that the subcontractor shall have no lien and no legal right to assert control over any funds held by the Licensee, that the subcontractor acknowledges that no privity of contract exists between the Licensee and the subcontractor, and that the Licensor is solely liable for any and all payments which may be due to the subcontractor pursuant to its subcontract agreement with the Licensor. The Licensor shall indemnify and hold harmless the State from and against any and all claims, demands, liabilities, suits, actions, damages, losses, costs, and expenses of every kind and nature whatsoever arising as a result of Licensor's failure to pay any and all amounts due by Licensor to any subcontractor, materialman, laborer, or the like.

**10.5** All subcontractors shall be bound by any negotiation, arbitration, appeal, adjudication, or settlement of any dispute between the Licensor and the Licensee, where such dispute affects the subcontract.

#### **ARTICLE 11 AVAILABILITY OF FUNDS**

It is expressly understood and agreed that the obligation of the Licensee to proceed under this Agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of this Agreement are, at any time, not forthcoming or insufficient through the failure of the federal government to provide funds, the State of Mississippi to appropriate funds, the discontinuance or material alteration of the program under which funds were provided, or if funds are not otherwise available to the Licensee, the Licensee shall have the right to immediately terminate this Agreement without damage, penalty, cost, or expense to the Licensee of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination. In the event of termination, Licensor shall be entitled to receive just and equitable compensation for satisfactory work completed or services rendered by Licensor in connection with this Agreement as of the date of receipt of notification of termination.

#### **ARTICLE 12 TERMINATION**

Notwithstanding any other provision of this Agreement to the contrary, this Agreement may be terminated in whole or in part as follows: (a) upon the mutual, written agreement of the parties; (b) by Licensee upon thirty (30) days written notice to Licensor without the assessment of any penalties if Licensor becomes the subject of bankruptcy, reorganization, liquidation, or receivership proceedings, whether voluntary or involuntary; (c) by Licensee upon thirty (30) days written notice to Licensor without the assessment of any penalties in the event Licensee determines it is in the best interest of the State of Mississippi to terminate this Agreement; or (d) by either party in the event of a breach of a material term or provision of this Agreement where such breach continues for thirty (30) days after the breaching party receives written notice from the other party. Upon termination, Licensee will be entitled to a refund of applicable unexpended prorated annual Software maintenance fees/charges, if any. In the event of termination, Licensor shall be entitled to receive just and equitable compensation for satisfactory work completed or services rendered by Licensor in connection with this Agreement as of the date of receipt of notification of termination. In no case shall said compensation exceed the total contract price. The provisions of this article do not limit either party's right to pursue any other remedy available at law or in equity.

#### **ARTICLE 13 GOVERNING LAW**

This Agreement shall be construed and governed in accordance with the laws of the State of Mississippi, and venue for the resolution of any dispute shall be Jackson, Hinds County, Mississippi. Licensor expressly agrees that under no circumstances shall Licensee be obligated

to pay an attorney's fee, prejudgment interest, or the cost of legal action to Licensor. Further, nothing in this Agreement shall affect any statutory rights Licensee may have that cannot be waived or limited by contract.

#### **ARTICLE 14 WAIVER**

Failure of either party hereto to insist upon strict compliance with any of the terms, covenants, and conditions hereof shall not be deemed a waiver or relinquishment of any similar right or power hereunder at any subsequent time or of any other provision hereof, nor shall it be construed to be a modification of the terms of this Agreement. A waiver by the State, to be effective, must be in writing, must set out the specifics of what is being waived, and must be signed by an authorized representative of the State.

#### **ARTICLE 15 SEVERABILITY**

If any term or provision of this Agreement is prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law, provided that the State's purpose for entering into this Agreement can be fully achieved by the remaining portions of the Agreement that have not been severed.

#### **ARTICLE 16 CAPTIONS**

The captions or headings in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any provision or section of this Agreement.

#### **ARTICLE 17 HOLD HARMLESS**

To the fullest extent allowed by law, Licensor shall indemnify, defend, save and hold harmless, protect, and exonerate Licensee, its Board Members, officers, employees, agents, and representatives from and against any and all claims, demands, liabilities, suits, actions, damages, losses, costs, and expenses of every kind and nature whatsoever, including, without limitation, court costs, investigative fees and expenses, attorney fees, and claims for damages arising out of or caused by Licensor and/or its partners, principals, agents, employees, or subcontractors in the performance of or failure to perform this Agreement.

#### **ARTICLE 18 THIRD PARTY ACTION NOTIFICATION**

Licensor shall notify Licensee in writing within five (5) business days of Licensor filing bankruptcy, reorganization, liquidation or receivership proceedings or within five (5) business days of its receipt of notification of any action or suit being filed or any claim being made against Licensor or Licensee by any entity that may result in litigation related in any way to this Agreement and/or which may affect the Licensor's performance under this Agreement. Failure of the Licensor to provide such written notice to Licensee shall be considered a material breach of this Agreement

and the Licensee may, at its sole discretion, pursue its rights as set forth in the Termination Article herein and any other rights and remedies it may have at law or in equity.

#### **ARTICLE 19 AUTHORITY TO CONTRACT**

Licensor warrants that it is a validly organized business with valid authority to enter into this Agreement, that entry into and performance under this Agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind, and notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Agreement.

#### **ARTICLE 20 NOTICE**

Any notice required or permitted to be given under this Agreement shall be in writing and personally delivered or sent by electronic means, provided that the original of such notice is sent by certified United States mail, postage prepaid, return receipt requested, or overnight courier with signed receipt, to the party to whom the notice should be given at their business address listed herein. Licensee's address for notice is: Dr. David Chandler, Commissioner, Mississippi Department of Child Protection Services, 660 North Street, Jackson, Mississippi 39202. The Licensor's address for notice is: **INSERT NAME, TITLE & ADDRESS OF VENDOR PERSON FOR NOTICE**. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

#### **ARTICLE 21 RECORD RETENTION AND ACCESS TO RECORDS**

Licensor shall establish and maintain financial records, supporting documents, statistical records and such other records as may be necessary to reflect its performance of the provisions of this Agreement. The Licensee, any state or federal agency authorized to audit Licensee, and/or any of their duly authorized representatives, shall have unimpeded, prompt access to this Agreement and to any of the Licensor's proposals, books, documents, papers and/or records that are pertinent to this Agreement to make audits, copies, examinations, excerpts and transcriptions at the State's or Licensor's office as applicable where such records are kept during normal business hours. All records relating to this Agreement shall be retained by the Licensor for three (3) years from the date of receipt of final payment under this Agreement. However, if any litigation or other legal action, by or for the state or federal government has begun that is not completed at the end of the three (3) year period, or if an audit finding, litigation or other legal action has not been resolved at the end of the three (3) year period, the records shall be retained until resolution.

#### **ARTICLE 22 INSURANCE**

Licensor represents that it will maintain workers' compensation insurance as prescribed by law, which shall inure to the benefit of Licensor's personnel, as well as comprehensive general liability

and employee fidelity bond insurance. Licensor will, upon request, furnish Licensee with a certificate of conformity providing the aforesaid coverage.

## **ARTICLE 23 COMPLIANCE WITH LAWS**

**23.1** Licensor shall comply with, and all activities under this Agreement shall be subject to, all Licensee policies and procedures and all applicable federal, state, and local laws, regulations, policies, and procedures as now existing and as may be amended or modified. Specifically, but not limited to, Licensor shall not discriminate against any employee nor shall any party be subject to discrimination in the performance of this Agreement because of race, creed, color, sex, age, national origin, or disability. Further, if applicable, Licensor shall comply with the provisions of the Davis-Bacon Act including, but not limited to, the wages, recordkeeping, reporting and notice requirements set forth therein.

**23.2** Licensor represents and warrants that it will comply with the state's data breach notification laws codified at Section 75-24-29 of the Mississippi Code Annotated (Supp. 2012). Further, to the extent applicable, Licensor represents and warrants that it will comply with the applicable provisions of the HIPAA Privacy Rule and Security Regulations (45 CFR Parts 160, 162 and 164) ("Privacy Rule" and "Security Regulations", individually; or "Privacy and Security Regulations", collectively); and the provisions of the Health Information Technology for Economic and Clinical Health Act, Title XIII of the American Recovery and Reinvestment Act of 2009, Pub. L. No. 111-5 (the "HITECH Act").

## **ARTICLE 24 CONFLICT OF INTEREST**

Licensor shall notify Licensee of any potential conflict of interest resulting from the representation of or service to other clients. If such conflict cannot be resolved to Licensee's satisfaction, Licensee reserves the right to terminate this Agreement.

## **ARTICLE 25 SOVEREIGN IMMUNITY**

By entering into this Agreement with Licensor, the Licensee in no way waives its sovereign immunities or defenses as provided by law.

## **ARTICLE 26 CONFIDENTIAL INFORMATION**

**26.1** Both parties shall treat the other party's data and information to which it has access by Licensor's performance under this Agreement as confidential and shall not disclose such data or information to a third party without specific written consent. In the event that either party receives notice that a third party requests divulgence of confidential or otherwise protected information and/or has served upon it a subpoena or other validly issued administrative or judicial process ordering divulgence of such information, the said party shall promptly inform the other party and thereafter respond in conformity with such subpoena to the extent mandated by state or federal law. This section shall survive the termination or completion of this Agreement.

**26.2** Licensor and Licensee shall not be obligated to treat as confidential and proprietary any information disclosed by the other party (“the Disclosing Party”) which: (a) is or becomes known to the public without fault or breach of the party receiving confidential information of the Disclosing Party (“the Recipient”); (b) is furnished by the Disclosing Party to third parties without restriction on subsequent disclosure; (c) the Recipient obtains from a third party without restriction on disclosure and without breach of a non-disclosure obligation; (d) is already in the Recipient’s possession without an obligation of confidentiality; or (e) is independently developed by Recipient without reliance on the confidential information.

**26.3** With the exception of any attached exhibits which are labeled as "confidential", the parties understand and agree that this Agreement, including any amendments and/or change orders thereto, does not constitute confidential information, and may be reproduced and distributed by the State without notification to Licensor. MDCPS will provide third party notice to Licensor of any requests received by MDCPS for any such confidential exhibits so as to allow Licensor the opportunity to protect the information by court order as outlined in MDCPS Public Records Procedures.

**26.3** The parties understand and agree that pursuant to §25-61-9(7) of the Mississippi Code of 1972, as amended, the contract provisions specifying the commodities purchased or the services provided; the price to be paid; and the term of this Agreement shall not be deemed confidential information.

## **ARTICLE 27 EFFECT OF SIGNATURE**

Each person signing this Agreement represents that he or she has read the Agreement in its entirety, understands its terms, is duly authorized to execute this Agreement on behalf of the parties, and agrees to be bound by the terms contained herein. Accordingly, this Agreement shall not be construed or interpreted in favor of or against the Licensee or the Licensor on the basis of draftsmanship or preparation hereof.

## **ARTICLE 28 ENTIRE AGREEMENT**

**28.1** This Agreement constitutes the entire agreement of the parties with respect to the subject matter contained herein and supersedes and replaces any and all prior negotiations, understandings, and agreements, written or oral, between the parties relating hereto, including any “shrink-wrap” version of the Software Product or any “click-wrap” or “browse-wrap” license presented in connection with a license via the Internet. The RFP and Licensor’s Proposal in response thereto are hereby incorporated into and made a part of this Agreement.

**28.2** The Agreement made by and between the parties hereto shall consist of and precedence is hereby established by the order of the following:

- A.** This Agreement signed by both parties;
- B.** Any exhibits attached to this Agreement;

- C. RFP No. 17-003; and
- D. Licensor's Proposal, as accepted by Licensee, in response to RFP No. 17-003.

**28.3** The intent of the above listed documents is to include all items necessary for the proper execution and completion of the services by the Licensor. The documents are complementary, and what is required by one shall be binding as if required by all. A higher order document shall supersede a lower order document to the extent necessary to resolve any conflict or inconsistency arising under the various provisions thereof, provided, however, that in the event an issue is addressed in one of the above mentioned documents but is not addressed in another of such documents, no conflict or inconsistency shall be deemed to occur by reason thereof. The documents listed above are shown in descending order of priority; that is, the highest document begins with the first listed document ("A. This Agreement") and the lowest document is listed last ("D. Licensor's Proposal").

#### **ARTICLE 29 SURVIVAL**

Articles 7, 13, 17, 21, 26, 27, and all other articles, which by their express terms so survive or which should so reasonably survive, shall survive any termination or expiration of this Agreement.

#### **ARTICLE 30 DEBARMENT AND SUSPENSION CERTIFICATION**

Licensor certifies that neither it nor its principals: (a) are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency; (b) have, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, including violation of federal or state anti-trust statutes, commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, and receiving stolen property; (c) are presently indicted of or otherwise criminally or civilly charged by a governmental entity with the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, including violation of federal or state anti-trust statutes, commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property; and (d) have, within a three (3) year period preceding this Agreement, had one or more public (federal, state, or local) transactions terminated for cause or default.

#### **ARTICLE 31 COMPLIANCE WITH ENTERPRISE SECURITY POLICY**

Licensor and Licensee understand and agree that all products and services provided by Licensor under this Agreement must be and remain in compliance with the State of Mississippi's Enterprise Security Policy. The parties understand and agree that the State's Enterprise Security Policy is based on industry-standard best practices, policy, and guidelines at the time of contract execution. The State reserves the right to introduce a new policy during the term of this Agreement and

require the Licensor to comply with same in the event the industry introduces more secure, robust solutions or practices that facilitate a more secure posture for the State of Mississippi.

### **ARTICLE 32 TRAINING**

Licensor shall, for the fees specified in the attached Exhibit A, provide **{INSERT DESCRIPTION OF THE TRAINING TO BE PROVIDED}**. Licensor and Licensee shall mutually agree on the time for the training and an outline of the training to be provided. Licensor specifically understands and agrees that Licensee will not accept the Software until Licensor completes the training requirements. Licensor agrees to provide, upon delivery, all Documentation needed to fully acquaint the user with the operation of the Software.

### **ARTICLE 33 SOFTWARE MAINTENANCE**

**33.1** Prior to expiration of the warranty period, Licensor shall notify Licensee in writing of the impending warranty expiration, and Licensee shall in turn notify Licensor of its decision to either obtain Software maintenance or to forgo Software maintenance. Upon notification of intent to obtain Software maintenance, Licensor shall provide Licensee, for the annual fee specified in the attached Exhibit A, the Software maintenance services as herein described.

**33.2** Licensor shall provide the following Software maintenance services: As part of the Software maintenance services, Licensor will maintain the Products in an operable condition according to the specifications contained in the technical manuals and as outlined in RFP No. 17-003 and the Licensor's Proposal in response thereto. Licensor shall make available to Licensee during each annual maintenance period at least one (1) update to the Software Products that will incorporate any new features or enhancements to the licensed Products. Licensor shall also provide unlimited toll-free telephone support in the operation of the Software Products Monday through Friday, 8:00 A.M. to 5:00 P.M. (Central Time), with a guaranteed one (1) response time. Priority placement in the support queue shall be given to all system locking situations or problems claimed by Licensee to be mission critical processes. Finally, Licensor shall provide on-site support in the operation of the Software Products if reasonably convenient or necessary in the opinion of the Licensor.

**33.3** Sixty (60) days prior to the expiration of the initial Software maintenance period or any renewal term thereof, Licensor shall notify Licensee in writing of the impending expiration, and Licensee shall have thirty (30) days in which to notify Licensor of its intentions to either renew or cancel any further Software maintenance. In no event shall the cost for Software maintenance increase by more than three percent (3%) per year.

### **ARTICLE 34 TRANSPARENCY**

In accordance with the Mississippi Accountability and Transparency Act of 2008, §27-104-151, et seq., of the Mississippi Code of 1972, as Amended, the American Accountability and Transparency Act of 2009 (P.L. 111-5), where applicable, and §31-7-13 of the Mississippi Code of 1972, as amended, where applicable, a fully executed copy of this Agreement and any

subsequent amendments and change orders shall be posted to the State of Mississippi's accountability website at: <https://www.transparency.mississippi.gov>. Prior to MDCPS posting the Agreement and any subsequent amendments and change orders to the website, any attached exhibits which contain trade secrets or other proprietary information and are labeled as "confidential" will be redacted by MDCPS. Notwithstanding the preceding, however, it is understood and agreed that pursuant to §25-61-9(7) of the Mississippi Code of 1972, as amended, the contract provisions specifying the commodities purchased or the services provided; the price to be paid; and the term of this Agreement shall not be deemed a trade secret or confidential commercial or financial information and shall thus not be redacted.

### **ARTICLE 35 ESCROW OF SOURCE CODE**

**35.1** With the execution of this Agreement, the Licensor shall place and maintain a current copy of the data dictionary, Documentation, object code, and source code in escrow and shall furnish Licensee with a copy of the escrow agreement and the name and address of the agent. The escrow agreement shall authorize the escrow agent to release, at no cost to Licensee, the data dictionary, Documentation, object code, and source code to Licensee if and when the Licensee is deemed to have a right under this article. The Licensor shall pay all costs of providing and maintaining the escrow agreement, including the fees of the escrow agent. The copy of the source code placed in escrow shall be reproduced and maintained on magnetic tape or disk using a commonly accepted data recording protocol. Program documentation sufficient to allow a competent programmer to use and maintain the source code programs must accompany the source code. When a change is made to the object code or source code by or on behalf of the Licensor during the term of the escrow agreement, the revised code, including the change, shall be delivered to the escrow agent not later than thirty (30) calendar days after the change is effected by or on behalf of the Licensor.

**35.2** Provided that the Licensee is not then in substantial default under this Agreement, the Licensor shall provide to Licensee, at no cost and within ten (10) calendar days after receipt of Licensee's written request for it, one (1) complete copy of the data dictionary, Documentation, object code, and source code used in the preparation of the Software and custom modifications to the source code and object code as a result of this Agreement, brought up to date as of the date of delivery of such source code to Licensee, upon the occurrence of any of the following events: (a) any or all material parts of the source code or object code is generally made available, with or without additional cost, to other users of comparable Software; or (b) the Licensor's or the software manufacturer's cessation, for any reason, to do business; or (c) the Licensor or the software manufacturer discontinues maintenance of the Software; or (d) bankruptcy, receivership, insolvency, reorganization, dissolution, liquidation, or other similar proceedings are instituted by or against the Licensor or the software manufacturer.

**35.3** Upon Licensee's written request, the escrow agent shall promptly conduct, at Licensor's expense, a Verification of the deposit materials in accordance with Licensee's requirements and

with the requirements herein stated. "Verification" as used herein, means a procedure or process to determine the accuracy, completeness, sufficiency and quality of the deposit materials at a level of detail reasonably requested by Licensee. Verification may include, as required by Licensee (or by a third party on behalf of Licensee), file listing, compilation, size comparison, function comparison and on-line comparison services. A copy of the verification results shall be immediately provided by the escrow agent to the State.

**35.4** Licensee (or a third party on behalf of Licensee) reserves the right from time to time and at any time to cause Verification of the deposit materials and to examine the deposit materials to verify conformance to the requirements of RFP No. 17-003, the Licensor's Proposal, as accepted by Licensee, in response thereto, and this Agreement, all at Licensor's expense. Except as otherwise required by Licensee (or by a third party on behalf of Licensee and reasonably approved by Licensor), all Verification tasks shall be performed solely by employees of escrow agent and, at Licensee's option, of Licensee or a third party engaged by Licensee (subject to Licensor's reasonable approval of Licensee), without interference from Licensor; provided, however, that if and to the extent requested by Licensee (or by a third party on behalf of Licensee), Licensor shall at Licensor's expense provide to escrow agent and/or Licensee all reasonably necessary assistance and cooperation in connection with the performance of any Verification. Any Verification performed by the escrow agent or a third party engaged by the escrow agent (and acceptable to Licensee) shall be performed in a good, workmanlike, timely and professional manner by qualified persons fully familiar with the requirements, materials and technology involved in performing such Verifications.

**35.5** Licensor shall, at its expense, implement a procedure whereby the escrow agent shall notify Licensee of all deposits to the software escrow based on software release updates. It is understood and agreed that updates shall occur at least on a quarterly basis.

For the faithful performance of the terms of this Agreement, the parties have caused this Agreement to be executed by their undersigned representatives.



**Mississippi Department of Child  
Protection Services**

**INSERT VENDOR NAME**

**By:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Authorized Signature**

**Authorized Signature**

**Printed Name: Dr. David A. Chandler**

**Printed Name:** \_\_\_\_\_

**Title: Commissioner**

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_



**EXHIBIT B****CONTRACT LANGUAGE FOR TECHNOLOGY SERVICES****I. PERFORMANCE**

In performance of this contract, the contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

1. All work will be done under the supervision of the contractor or the contractor's employees.
2. Any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material will be treated as confidential and will not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Disclosure to anyone other than an officer or employee of the contractor will be prohibited.
3. All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output will be given the same level of protection as required for the source material.
4. The contractor certifies that the data processed during the performance of this contract will be completely purged from all data storage components of his or her computer facility, and no output will be retained by the contractor at the time the work is completed. If immediate purging of all data storage components is not possible, the contractor certifies that any IRS data remaining in any storage component will be safeguarded to prevent unauthorized disclosures.
5. Any spoilage or any intermediate hard copy printout that may result during the processing of IRS data will be given to the agency or his or her designee. When this is not possible, the contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts, and will provide the agency or his or her designee with a statement containing the date of destruction, description of material destroyed, and the method used.
6. All computer systems receiving, processing, storing, or transmitting Federal tax information must meet the requirements defined in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to Federal tax information.
7. No work involving Federal tax information furnished under this contract will be subcontracted without prior written approval of the IRS.
8. The contractor will maintain a list of employees authorized access. Such list will be provided to the agency and, upon request, to the IRS reviewing office.
9. The agency will have the right to void the contract if the contractor fails to provide the safeguards described above.

10. (Include any additional safeguards that may be appropriate.)

## II. CRIMINAL/CIVIL SANCTIONS:

1. Each officer or employee of any person to whom returns or return information is or may be disclosed will be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized further disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRC sections 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.
2. Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract. Inspection by or disclosure to anyone without an official need to know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee [United States for Federal employees] in an amount equal to the sum of the greater of \$1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. These penalties are prescribed by IRC section 7213A and 7431.
3. Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.
4. Granting a contractor access to FTI must be preceded by certifying that each individual understands the agency's security policy and procedures for safeguarding IRS information. Contractors must maintain their authorization to access FTI through annual recertification. The

initial certification and recertification must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, contractors should be advised of the provisions of IRC Sections 7431, 7213, and 7213A (see Exhibit 6, *IRC Sec. 7431 Civil Damages for Unauthorized Disclosure of Returns and Return Information* and Exhibit 5, *IRC Sec. 7213 Unauthorized Disclosure of Information*). The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See Section 10) For both the initial certification and the annual certification, the contractor should sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

### **III. INSPECTION:**

The IRS and the Agency shall have the right to send its officers and employees into the offices and plants of the contractor for inspection of the facilities and operations provided for the performance of any work under this contract. On the basis of such inspection, specific measures may be required in cases where the contractor is found to be noncompliant with contract safeguards.

**EXHIBIT C****SAFEGUARDING AND REPORTING RESPONSIBILITIES FOR PERSONALLY IDENTIFIABLE INFORMATION (PII)**

1. The State Agency will ensure that its employees, contractors, and agents:
  - a. properly safeguard PII furnished by SSA under this IEA from loss, theft or inadvertent disclosure;
  - b. understand that they are responsible for safeguarding this information at all times, regardless of whether or not the State employee, contractor, or agent is at his or her regular duty station;
  - c. ensure that laptops and other electronic devices/media containing PII are encrypted and/or password protected;
  - d. send emails containing PII only if encrypted or if to and from addresses that are secure; and
  - e. limit disclosure of the information and details relating to a PII loss only to those with a need to know.
2. If an employee of the State Agency or an employee of the State Agency's contractor or agent becomes aware of suspected or actual loss of PII, he or she must immediately contact the State Agency official responsible for Systems Security designated below or his or her delegate. That State Agency official or delegate must then notify the SSA Regional Office Contact and the SSA Systems Security Contact identified below. If, for any reason, the responsible State Agency official or delegate is unable to notify the SSA Regional Office or the SSA Systems Security Contact within 1 hour, the responsible State Agency official or delegate must report the incident by contacting SSA's National Network Service Center (NNSC) at 1-877-697-4889. The responsible State Agency official or delegate will use the worksheet, attached as Attachment 5, to quickly gather and organize information about the incident. The responsible State Agency official or delegate must provide to SSA timely updates as any additional information about the loss of PII becomes available.
3. SSA will make the necessary contact within SSA to file a formal report in accordance with SSA procedures. SSA will notify the Department of Homeland Security's United States Computer Emergency Readiness Team if loss or potential loss of PII related to a data exchange under this IEA occurs.
4. If the State Agency experiences a loss or breach of data, it will determine whether or not to provide notice to individuals whose data has been lost or breached and bear any costs associated with the notice or any mitigation.

**EXHIBIT D****FEDERAL DEBARMENT VERIFICATION REQUIREMENT****MISSISSIPPI DEPARTMENT OF CHILD PROTECTION SERVICES**

**Contractor's/Subgrantee's Authorized Official**, hereby certifies that **Contractor's/Subgrantee's Name** is not on the list for federal debarment on [www.sam.gov](http://www.sam.gov) - System for Award Management (SAM). If

**Contractor's/Subgrantee's Name is placed on the federal debarment list, Contractor's/Subgrantee's**

**Authorized Official** shall notify the appropriate funding division(s) of the Mississippi Department of Child Protection Services (MDCPS) within 24 hours (Monday-Friday). Further, MDCPS may terminate the subgrant(s)/contract(s) between MDCPS and **Contractor's/Subgrantee's Name**.

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Authorized Official's Typed Name/Title

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Signature of Authorized Official

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Date

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Witness

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Witness



**Functional Requirements**

The vendor must classify each specification into only one of the following categories and then respond with the required documentation or details.

**Vendor must respond:**

**E = Exists in current version**

**T = Satisfied through Third Party Product**

**M = Minor Customization**

**A = Alternate Solution**

**F = Future Release**

**N = Not Supported**

	Specifications	Letter Response (E, T, M, A, F, N)	Explanation/Comments
1.	<b>General Requirements</b>		
1.1.	The system must support documents in a variety of industry standard formats (e.g., Rich Text Format, MSWord, PDF, Excel, etc.) and compression formats (e.g., ZIP, 7z, CAB, LHA, TAR, GZip, etc.) to and from the agency's CMS.		
1.2.	The system must support image files in a variety of industry standard compression formats in both lossless and lossy methods (e.g.GIF, JPEG/JFIF,Exif, TIFF, etc.) to and from the agency's CMS.		
1.3.	The system must support conversion of the State's current and historical images for retrieval and content		

	<b>Specifications</b>	<b>Letter Response (E, T, M, A, F, N)</b>	<b>Explanation/Comments</b>
	management, providing the same functionality as if the document was scanned in.		
1.4.	The system must support encryption of specific DMS content at rest.		
1.5.	The solution must be compatible with fax solution currently in use by the agency.		
1.6.	When printing outgoing forms (or sending them electronically), the system must affix an identifier to the document that is identifiable by the system if that document is subsequently scanned to the system.		
1.7.	The system must allow a user to import an electronic document into the document management system.		
1.8.	The system must ensure the original document is retained as it was originally imported and updated through the life of the document by retaining multiple version of the document.		
1.9.	The system must allow an authorized user to print documents from a document repository.		
1.10.	The system must support redacted copies of any DMS documents for sensitive information that may breach privacy regulations.		

	<b>Specifications</b>	<b>Letter Response (E, T, M, A, F, N)</b>	<b>Explanation/Comments</b>
1.11.	When printing a document from the repository, the system must allow an authorized user to redact portions of the document.		
1.12.	The system must support a standardized hierarchical document repository.		
1.13.	The system must allow an authorized user to list and view all the versions of a document.		
1.14.	The system must support control and access of documents to authorized users based on system roles and account/case management requirements.		
1.15.	The system must allow an authorized user to sort and filter the documents in the repository for viewing purposes.		
1.16.	The system must support video files in a variety of industry standard compression formats (e.g.MPEG 1/2, MPEG-4 Part 2/AVC , 3GP, h.264, etc.) to and from the agency's CMS.		
1.17.	The system must allow a user listening to an audio file to stop, start, fast forward, fast reverse, jump forward and back via a slider bar. The user must also be able to adjust the audio levels during playback.		

	<b>Specifications</b>	<b>Letter Response (E, T, M, A, F, N)</b>	<b>Explanation/Comments</b>
1.18.	The system must allow a user viewing a video file to stop, start, fast forward, fast reverse and jump forward and back via a slider bar. The user must also be able to adjust the audio levels during playback.		
1.19.	The system must support association of an electronic document to an Intake Report, Investigation, Case, Provider, Person, Purchase Order, and Payment.		
1.20.	The system must support audio files in a variety of industry standard compression formats, in both lossless and lossy methods (e.g. MPEG-4 SLS/ALS, MPEG-4 DST, MP3, Windows Media Audio lossless and lossy, etc.) to and from the agency's CMS.		
1.21.	The system must allow an authorized user to electronically import an email into the system from the agency's existing email system.		
2.	<b>Indexing Requirements</b>		
2.1.	The system must support having different document indexing criteria and requirements, based on document type.		
2.2.	When an authorized user modifies data in the system that is used as content index data in DMS, the system must update that index data for the content in DMS.		

	<b>Specifications</b>	<b>Letter Response (E, T, M, A, F, N)</b>	<b>Explanation/Comments</b>
2.3.	The system must be capable of basing an index on multiple meta-data fields.		
2.4.	The system must logically link the content unique identifier in the DMS to a single or multiple cases in the system.		
2.5.	The solution must reconcile that what has been scanned has also been released and accepted.		
3.	<b>Optical Character Recognition Requirements</b>		
3.1.	The solution must capture and manage a form identifier for identification and management of documents in the DMS system.		
3.2.	The solution must support fallout colors or form removal when a document is scanned and the form boxes are a certain color density.		
3.3.	The solution must determine if a return or form contains a signature(s).		
3.4.	The solution must determine if a check box is checked.		
4.	<b>Retrieval, Modification, and Delete Requirements</b>		
4.1.	The user must be able to add meta-data and link the content to a specific Intake Report, Investigation, Case, Provider, Person, Purchase Order, or Payment.		

	<b>Specifications</b>	<b>Letter Response (E, T, M, A, F, N)</b>	<b>Explanation/Comments</b>
4.2.	The system must require the user to enter meta-data		
4.3.	The system must allow an authorized user to move a document from one entity to another.		
4.4.	The system must allow an authorized user to enter a free form text comment for content.		
4.5.	The system must allow a user viewing an image to scroll up and down, pan left and right, to rotate the image, to zoom or magnify a portion of the image.		
4.6.	The solution must maintain batch integrity if the solution uses batches for organization of work throughout the solution.		
4.7.	The system must allow an authorized user to view multiple documents simultaneously.		
4.8.	The system must allow an authorized user to view multiple pages of the same document simultaneously.		
4.9.	The system must allow an authorized user make annotations within a document.		
4.10.	When a user has an item in focus, the user must be able to view all of the content associated to that item in a simple manner while viewing the case information.		

	<b>Specifications</b>	<b>Letter Response (E, T, M, A, F, N)</b>	<b>Explanation/Comments</b>
4.11.	The system must not allow a document's unique document identifier, date and time scanned, batch ID, or user name who scanned the document to be modified.		
4.12.	The system must allow a user viewing a document to scroll up and down, pan left and right, move directly to the top and bottom of a page, to rotate the document, to zoom or magnify the entire page or a portion of a page, move to the next and previous page and go directly to a specific page number.		
4.13.	The system must allow an authorized user to modify a document's user-entered meta-data.		
4.14.	An authorized user must be able to search for documents by the index fields.		
4.15.	The system must allow full text search.		
4.16.	The system must allow an authorized user to go directly to a specific page number when viewing a document.		
4.17.	The system must allow an authorized user to move directly to the top and bottom of a page when viewing a document.		

	<b>Specifications</b>	<b>Letter Response (E, T, M, A, F, N)</b>	<b>Explanation/Comments</b>
4.18.	The system must allow an authorized user to zoom or magnify the entire page or a portion of a page when viewing a document.		
4.19.	The system must allow an authorized user to rotate a document when viewing it.		
4.20.	The system must allow an authorized user to move to the next and previous page when viewing a document.		
4.21.	The system must allow an authorized user to print or generate an electronic document of case information based on selection criteria.		
4.22.	The System must allow an authorized user to search, view, and select from the repository for content associated to the item being viewed.		
4.23.	The system must allow an authorized user to enter to whom documents in the system were sent to and date they were sent.		
5.	<b>Scanning Requirements</b>		
5.1.	The system must allow an authorized user to import electronic document files into the system from non-scanned sources, e.g., attachments to emails, outgoing forms, letters, etc.		

	<b>Specifications</b>	<b>Letter Response (E, T, M, A, F, N)</b>	<b>Explanation/Comments</b>
5.2.	When an authorized user has an Intake Report, Investigation, Case, Provider, Person, Purchase Order, or Payment in focus and scans a document, the system must associate that document to the item in focus.		
5.3.	When a new document is scanned to the system, the system must check to see if a document of the same type has been previously scanned (for predefined document types) and notify the user.		
5.4.	When a new document is scanned to the system, the system must check to see if a document of the same type has been previously scanned (for predefined document types) and notify the user.		
5.5.	When scanning a document that contains an identifier, the system must add the document to the correct place in the document repository for the Intake Report, Investigation, Case, Provider, Person, Purchase Order, or Payment to which that document belongs.		
5.6.	When scanning a document that contains an identifier, the system must determine the document type and the Intake Report, Investigation, Case, Provider, Person, Purchase Order, or Payment to which that document belongs.		

	<b>Specifications</b>	<b>Letter Response (E, T, M, A, F, N)</b>	<b>Explanation/Comments</b>
5.7.	The system must support both individual and batch document processes.		
5.8.	The solution must allow an authorized user to view, delete, and re-scan a document, as well as override captured data before the batch of documents is released to the imaging storage solution.		
5.9.	The system must allow an authorized user to remove a document from the repository(ies) to which it has been associated.		
5.10.	The system must allow an authorized user to add a page to a document that has been previously scanned.		
5.11.	The system must generate notifications when new documents are scanned, based on predefined rules.		