



STATE OF MISSISSIPPI
Phil Bryant, Governor

MISSISSIPPI DEPARTMENT OF CHILD PROTECTION SERVICES
Jess H. Dickinson, Commissioner

Request for Proposal (RFP)

RFP Number: 18-001	RFP Response Due Date and Time: December 7, 2017 by 3:00 p.m. Central Time
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RFP Advertisement: For the acquisition of IV&V Services in an Agile environment for the replacement of the Mississippi Automated Child Welfare Information System (MACWIS) for the Mississippi Department of Child Protection Services (MDCPS).

Return <u>Sealed</u> Proposal to: Mississippi Department of Child Protection Services 700 North Street Jackson, MS 39202	<u>Mark Envelope/Label</u> with: RFP Number: 18-001 RFP Response Due Date: December 7, 2017 Attention: Debra Spell
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 <p>Direct Inquiries to: MDCPS Contact: Debra Spell Telephone: 601-359-2642 Email: debra.spell@mdcps.ms.gov</p>

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 _____ Address _____ _____ _____	Phone # _____ Fax # _____ E-mail _____ _____
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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*)): _____

Contents

Proposal Binding Signature and Contact Information.....2

1. Introduction and Overview4

2. Project Schedule.....17

3. Administrative Requirements: Instructions for Submitting a Proposal18

4. Procurement Rules.....22

5. Vendor Payment Information.....28

6. Technical Specifications30

8. Vendor Qualifications and Experience33

9. Proposed Project Staff.....35

10. Location of Work.....39

11. Payment Information.....39

12. Cost Proposal.....40

13. Change Order.....40

14. Additional Requirements.....41

15. Scoring Methodology41

16. References43

Appendices44

Appendix A: Proposal Exception Summary Form and Instructions.45

Appendix B: Reference Forms and Instructions46

Appendix C: Cost Information Submission Form and Instructions52

Appendix D: Sample Contract54

Appendix E: FEDERAL DEBARMENT VERIFICATION REQUIREMENT73

Appendix F: Proprietary Information Form.....74

Appendix G: WORKFLOW DIAGRAM.....75

Appendix H: Statement of Confidentiality76

1. Introduction and Overview

1.1. Purpose

Through the issuance of RFP No. 18-001, the Mississippi Department of Child Protection Services (MDCPS) is seeking to acquire the services of a Vendor to provide Independent Verification and Validation (IV&V) services. The Vendor must be experienced in Agile software development and work collaboratively with MDCPS, Technology Consultants, and Agile Development Teams to inspect and adapt project processes to provide improvement.

1.2. Background

The Mississippi Department of Child Protection Services (MDCPS), formerly the Mississippi Department of Human Services (MDHS), Division of Family and Children Services (DFCS), has begun the effort to replace its existing case management system, the Mississippi Automated Child Welfare Information System (MACWIS).

MDCPS' mission is to provide services for people in need by optimizing all available resources to sustain the family unit and to encourage traditional family values, thereby promoting self-sufficiency and personal responsibility for all Mississippians. 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 system. To assure the best possible services, MDCPS is committed to providing MDCPS staff with sound and technologically up-to-date software and hardware equipment to assist in their work.

MDCPS Staff (approximately 1,900 users) are in need of a case management system capable of handling large volumes of record keeping, reporting and interface capability with other entities, and is aligned with the Mississippi Child Welfare Practice Model. MACWIS, now at the end of its life cycle, is time-consuming, expensive to maintain and does not allow for the introduction of new technologies to enable staff to effectively manage their work and adapt to constant changes in regulations and requirements.

The MACWIS replacement project began in 2010 after careful consideration and consultation with ACF. An initial PAPD was submitted and approved to acquire the services of a Contractor to analyze current practices in the functional areas in Mississippi's child welfare community; evaluate, assess, and identify deficiencies in the existing system, business processes, policies, regulations and practices; and perform a gap analysis to determine, at a minimum, functional processes not supported by the current system, data elements not captured by the current system as well as

additional report definitions required. The final recommendation provided DFCS with available alternatives that included a cost benefit analysis and a recommended solution. The recommended solution was required to support current and planned business processes, the requirements of the Olivia Y. et al. v. Barbour (Oliver Y.) lawsuit and Reform Plan (Settlement Agreement), its annual Implementation Plans and Council on Accreditation (COA) requirements. Pursuant to the Settlement Agreement, a “comprehensive analysis of the MACWIS system and its ability to perform the computer functions required by section II.A.5.a. of the Settlement Agreement and for recommendations of remedial efforts necessary to enable MACWIS to perform those Settlement Agreement requirements” is mandated.

Initially, MDCPS planned for a new SACWIS solution using a waterfall approach and based all planning activities around this approach. MDCPS issued RFP No. 3713 in March 2013 seeking a QA/IV&V Vendor for the MACWIS replacement project using a waterfall approach, the RFP Award was made to Maximus in February 2014. A cost benefit analysis, requirements gathering sessions, and initial foundational documents were created for transferring an existing SACWIS compliant system to replace MACWIS. The 2nd Modified Mississippi Settlement Agreement and Reform Plan requires MDCPS to “have a Comprehensive Child Welfare Information System (CCWIS) appropriate to its size and complexity that shall meet federal requirements by June 30, 2021.”

The project approach shifted to agile software development based on the adopted CCWIS regulations in August 2016.

- MDCPS issued RFP No. 3717 for the establishment of an Agile Development Pool to provide services for the development of the CCWIS modules. Seven vendors were awarded: Cambria Solutions, CivicActions, EngagePoint, FEi Systems, Geocent, Portland Webworks, and Unisys Corporation.
- MDCPS released RFP No. 17-001 for the acquisition of services for 9 technical consultants.

MDCPS is currently working to finalize decisions on system design and approach. MDCPS will issue Letters of Configuration (LOC) based on the product backlog to the Agile Development Pool for the development of the CCWIS application. MDCPS will run 3 scrum teams at one time, two teams led by Vendors from the Agile Development Pool will be focused on module development and a third State-led team will be focused on the development of the API and database layers. The CCWIS project team consists of approximately twenty-four State employees, eight Technical Consultants, and the two Vendor-led development team are expected to have eight to ten members each.

1.3. Existing MACWIS System

MACWIS (Mississippi Automated Child Welfare Information System) is the statewide, case management data system utilized to manage and track children and families served by the Mississippi Department of Child Protection Services for In-Home Care and Foster Care cases. Over 8,500 children have been in custody at some point in the current fiscal year (FY2017), pursuant to Title IV-E and Title IV-B of the Social Security Act of 1935, as amended. The MACWIS supports the work of approximately 1900 users within the Mississippi Department of Child Protection Services (MDCPS).

MACWIS tracks over 29,000 intakes called into the Mississippi Centralized Intake (MCI) Hotline each year and approximately 40,000 caseworker visits with children. MACWIS also tracks foster children health information and court hearing information including permanency hearings, other court hearings, Termination of Parental Rights (TPR) as well as eligibility determination and status that assists with federal reporting and reviews.

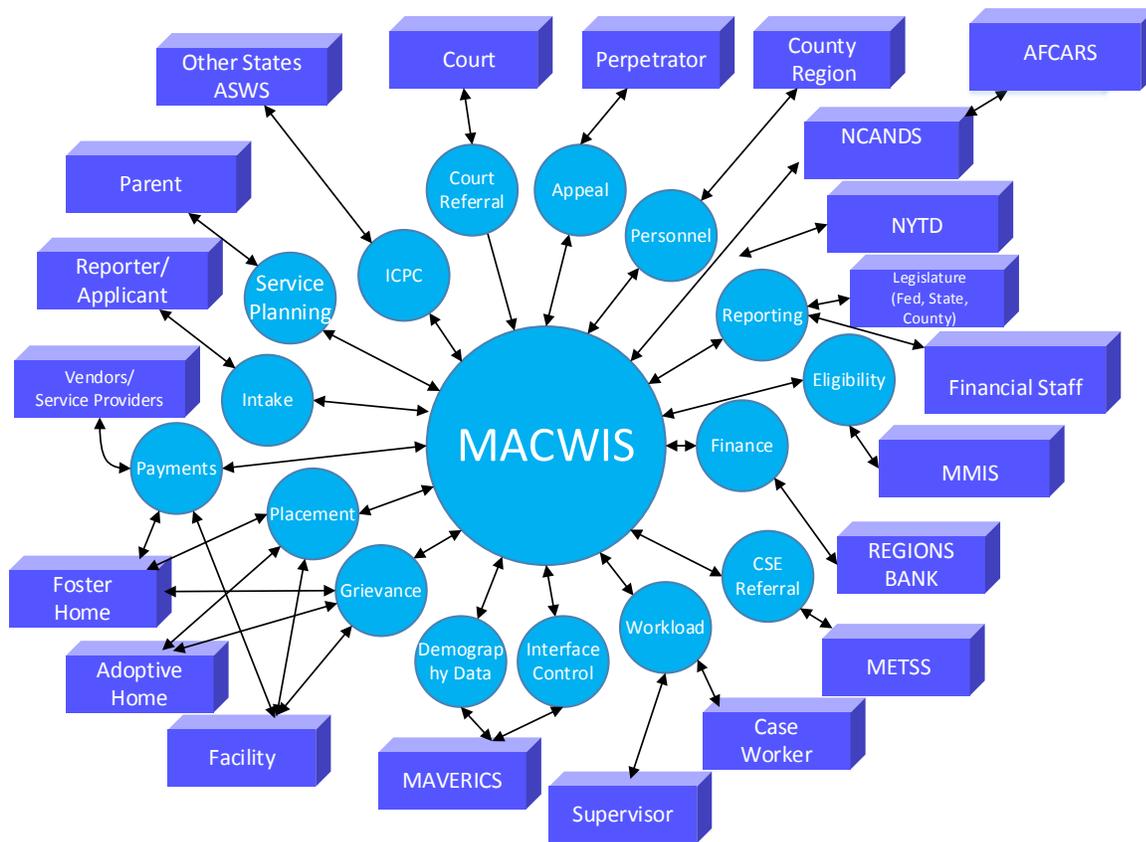
MACWIS has been deployed in a production environment statewide since May 2001 and has been modified and enhanced extensively through the years. MACWIS was designed to provide MDCPS with accurate case information sufficient to maintain family centered practice in a service delivery system. MACWIS interfaces with numerous internal applications such as Child Support and Economic Assistance, and applications external to the agency such as Medicaid.

1.3.1 MACWIS Environment and Application - The current MACWIS System exists within a highly complex business and technology environment (see the workflow diagram provided in Appendix G). The MACWIS application was developed in Visual Basic and migrated to .NET. It uses the EntireX Communicator to connect to the mainframe ADABAS database. In the MACWIS application, .NET captures the data from the user and passes it the Natural subprograms that interpret the business rules and then returns the data back for display. All reports are generated using Crystal Reports with an Access database.

1.3.2 MACWIS Application Diagram - The diagram below illustrates the conceptual technical architecture of the current MACWIS system.

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MACWIS Application Diagram



1.3.3 **MACWIS Modules** - Since implementation, MACWIS has undergone numerous modifications. These modifications were necessitated due to changes in policies, regulations, Performance Improvement Plans (PIP), Olivia Y. lawsuit, legislative requirements as well as routine maintenance needs of such a large scale application. The complex rules that are specific to the organization of various divisions and agencies within the State have also led to various customizations over this period. The key modules of the current MACWIS system are listed below:

- Workload** module provides workload management functions so that case workers can view their workload responsibilities and timeframes with the supervisors. Each case worker's workload consists of four major categories: Applications, Investigations, Service Cases, and Resource Cases. Assignments made to the case worker are displayed on the workload under the appropriate category. Bookkeepers for the county have an additional category on their workloads called County Finance. The counties assigned to this person as bookkeeper display under this category.

Supervisors have those workers assigned to them for supervision on their workload. The Supervisor can view the worker's workload by clicking the plus sign by the worker's name, then clicking the plus sign by the particular category to be viewed.

- **Intake** module provides for the administration of the processes necessary to ensure the state can respond to those who need assistance through the proper identification of the individuals and provision of appropriate assessment procedures.
- **Demographics** module provides entry for all persons involved in the various aspects of MACWIS and includes general demographic data. Demographic data such as name, date of birth, race, ethnicity and address can be entered along with employment history, military service and education history.
- **Case Management** module provides system support for the efficient and effective administration and tracking of the processes necessary to ensure that the state identifies, communicates, evaluates, and monitors the services, which will improve conditions that necessitated agency involvement and ensure the safety, permanency and well-being of children.
- **Court Processing** module provides the functionality related to court interactions. Intake recommendations can be completed for each ANE intake that is screened in for investigation. Custody episodes can be recorded. Court hearings, county conferences and child support referrals can be tracked. Termination of parental rights information can be recorded in this module.
- **Eligibility** module provides the facility to manage the IV-E eligibility determination of each child in custody. Adoption Subsidies determination as well as Medicaid processing for adopted children is included in this module.
- **Finance** module provides all necessary functionality for financial management for requesting payments to Vendors and providers to include foster homes and other agencies as well as integration with other financial systems and banking facilities. County funds and state allotments are tracked in this module. Funds received by children in custody, such as child support or SSI, are tracked also. Requests for payment of support services for clients are made in the case module and are paid through the finance module. Case management one time payments are initiated in the intake module and paid through the finance module. Payment records for foster board payments are generated from the case module and paid through the finance module. Adoption subsidy payments are generated in the eligibility module and paid through the finance module.

- **Resource Management** module provides all functionality related to the maintenance and management of all Vendors and resource providers to the Division. All approved resource homes can be found in the resource directory. Facility license information for those licensed by MDHS is tracked in this module. Information on other placement resources not licensed by MDHS is also found in the directory. License renewals and changes for facilities and homes are tracked in this module. Information on Vendors for support service payment can be tracked in this module.
- **Administration** module provides reliable and accurate information, through automation, for the efficient, economical and effective management of personnel, workload, mandated reporting and system administration.
- **Reports** module contains a limited number of reports that provide employee statistics, such as the vacancy rate in each county. Batch reports are generated as scheduled on the 5th, 10th, 15th, 20th, 22nd, and the last day of the month. Reports are run monthly/quarterly/yearly as specified.
- **System Administration** module provides Management Information Systems (MIS) with the ability to manage and administer different parts of the system. User security is maintained by adding new users, creating user IDs and setting passwords. State level role assignments are made such as state financial manager. Code tables are created and maintained. Ticklers, notices and alerts are added to the system in this module. Proxy and profile maintenance functions are also in this module. County and region information tables are created and updated here. Selective MACWIS support staff can view the workload of MACWIS users and have limited capabilities to maintain workers within the system. Certain staff such as Help Desk can view the workload of any MACWIS user. Management has access to the workload selection function that allows the user to view the workload of their subordinates.

1.3.4 **MACWIS Interfaces** - The MACWIS system is integrated with both, internal and external systems through the use of file transfers as well as direct database access of other internal systems. A detailed MACWIS Workflow Diagram is included in Appendix G of this document.

1.3.4.1. MACWIS interfaces with these key internal systems:

- Mississippi Applications Verification Eligibility Reporting Information and Control System (MAVERICS), for obtaining information regarding the demographics of persons who have been entered into the system via the intake function.

- Mississippi Enforcement and Tracking of Support System (METSS) for referrals of clients coming into the system and requiring support.

1.3.4.2. MACWIS interfaces with key external systems:

- Mississippi's Accountability System for Government Information and Collaboration (MAGIC) that maintains the financial data for MDCPS through the use of file transfers. MAGIC is integrated for all fiscal activities involving payment disbursements to foster homes, and contracted facilities. This system also serves the collection of funds and warrant management. This interface occurs on a monthly basis.
- MMIS is the Medicaid Management Information System that MACWIS interacts with for establishing Medicaid eligibility. A file transfer is sent on a monthly basis from MACWIS to MMIS to for Medicaid-eligible children within the MACWIS system to become eligible within MMIS.
- Mississippi Youth Court is the court interface system that records all court activities for children in common between MDCPS and Youth Court. The Data System (MYCIDS) reports information on children who fall under the jurisdiction of the Youth Court. Mississippi Youth Court developed the MDCPS-MYCIDS Import Report application which connects to the MYCIDS server allowing users to view, print or save reports of cases imported into the MYCIDS system from the MDCPS-MYCIDS interface. The XML interface with MYCIDS occurs on a daily basis.
- Family Preservation XML Import – MDCPS works with an outside vendor to provide prevention services to families. The use of an XML interface specifically designed for the Family Preservation Vendor provides a method for Vendor workers to input case narratives and support services from their systems into MACWIS via a weekly XML import.

1.3.4.3. MACWIS Data Extractions for Federal Reporting to ACF:

- Adoption Foster Care Reporting System (AFCARS) and National Child Abuse and Neglect Data System (NCANDS) are data extracts based on federal guidelines submitted to the federal government regarding children who are in foster care or who have been adopted in state child welfare agencies and is used for assessing the data quality and compliance of those agencies.

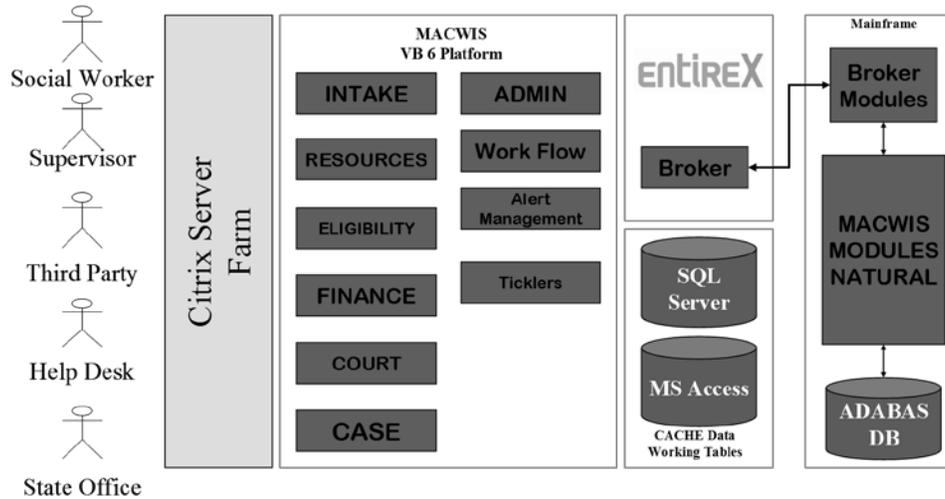
MDCPS submits AFCARS data extractions twice a year, March and November. MDCPS submits NCANDS data extraction once a year in January.

- National Youth in Transition Database (NYTD) – To meet the law’s mandate, ACF published a proposed rule in the Federal Register on July 14, 2006 and a final rule on February 26, 2008. The rule establishes the NYTD and requires that States engage in two data collection activities. First, the State is to collect information on each youth who receives independent living services paid for or provided by the State and transmit this information to ACF biannually. Second, the State is to collect demographic and outcome information on certain youth in foster care whom the State will follow over time to collect additional outcome information. This information will allow ACF to track which independent living services States provide and assess the collective outcomes of youth.

1.3.4.4. Stand-alone Website

In October 2009 MDCPS project Centralized Intake was implemented which changed the process of counties entering intake reports within MACWIS. This website is a stand-alone instrument for collecting necessary information needed for intake data entry into the MACWIS system upon investigation of the reports.

- 1.3.5 **MACWIS Architecture** - The current implementation of the MACWIS architecture is based on the Client-Server architecture of the late nineties. The architecture of the current MACWIS system is based predominantly on the Visual Basic 6.0 platform with back-end access provided by the NATURAL/ADABAS databases. The current technology architecture is pictured below.



1.3.6 Key Characteristics of the Current MACWIS Technology Architecture

- The cornerstone of the architectural decision was to retain all of the information in centralized databases on the IBM Mainframes in ADABAS hierarchical databases. Direct access to this data store is not allowed. ADABAS databases are housed on a mainframe system at the State’s IT agency, Mississippi Department of Information Technology Services (ITS), with Natural programming language along with .NET (MACWIS “front-end” development language), and these technologies are becoming decreasingly viable products. ADABAS is not a relational database and does not provide easy access in retrieving data. The MACWIS data model was designed to meet the business needs of DFCS when the system was implemented in 2001. The application and associated database have experienced a host of modifications through the years which has led to a disjointed data model.
- The ADABAS databases are accessed by implementing the data access logic in application programs implemented using NATURAL language programs. The NATURAL language programs are maintained on the mainframe, by NATURAL programmers and contain most of the business logic and business rules associated with the MACWIS system.
- Currently, six ADABAS databases support all of the MDCPS business needs, serving different needs in the life cycle of the MACWIS application, such as test, development and production.
- The GUI front-end for the MACWIS system is implemented using Microsoft Visual Basic 6.0 platform and runs on Windows 2003 servers. The GUI front-end is not deployed on each desktop, but runs on 26 centralized servers and is accessed through the Citrix XenAPP technologies.

- Each user is equipped with a Wyse Thin Client or PC, and/or laptop that connects to Citrix servers using TCPIP accessing MACWIS functions within a Citrix environment.
- Each user is assigned a Microsoft Active Directory ID. Authentication and access to the MACWIS system is controlled through the Microsoft Active Directory settings. Once the user is authenticated, MACWIS maintains its own access control to provide role based access. Depending on the system administration setup, each user is assigned specific roles and has access to different modules.
- The Citrix Load Balancer and other associated software are used to control and manage the load on the Citrix systems.
- A localized and individual Microsoft Access database is used to keep information for caching purposes. The MS Access caching enables the MACWIS application to meet performance and response time requirements.
- The mainframe MVS NATURAL language data access modules are accessed through the Middleware systems provided by Software AG's EntireX product line.

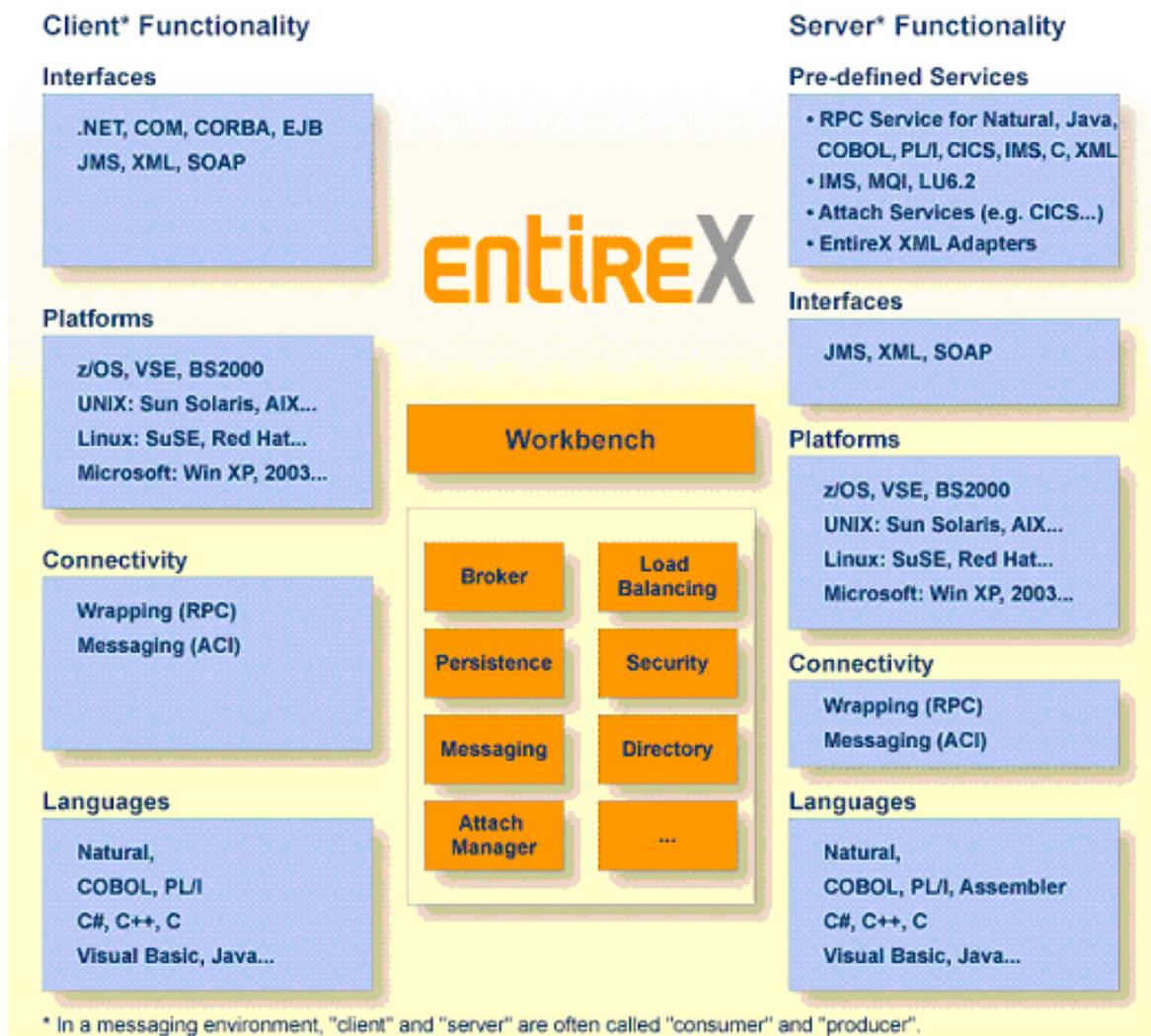
1.3.7 **MACWIS Middleware Architecture**

A detailed description of the MACWIS middleware architecture is important to understand the impact of the current architecture on maintenance and extensibility. The middleware architecture is provided by the Software AG EntireX product line as well as the NATURAL/ADABAS backend databases. The architectural decision to centralize all the databases on the mainframe under ADABAS was a sound one, so that information was not replicated across several systems.

The EntireX system architecture is illustrated in the diagram below. The following middleware flow is used to integrate between the Visual Basic 6.0 (VB6) GUI platform and the mainframe databases. The VB6 applications use the COM/DCOM integration mechanism provided by the EntireX platform to communicate with the EntireX Broker. The EntireX Broker is configured to invoke the correct back end applications using the Broker components running on the mainframe. The Broker component on the mainframe invokes the data access modules implemented using the NATURAL language. The Broker performs the necessary data transformation between the Windows VB6 platform and the mainframe EBCDIC based platform by marshalling and un-marshalling data. The NATURAL language applications incorporate the business logic, the business rules and the data integrity mechanisms to provide

the appropriate level of access to the backend ADABAS databases. Since ADABAS databases are not relational, all referential and data integrity mechanisms are implemented in the NATURAL language applications.

This type of middleware architecture was conducive to the two-tier Client Server, thick client architecture that was popular during the initial days of the implementation of the MACWIS system. Further documentation on the EntireX architecture can be found at the <http://www.softwareag.com> website (see diagram below for EntireX architecture).



1.3.8 **Olivia Y Lawsuit/Settlement Agreement**

1.3.8.1. Mississippi Department of Child Protection Services is currently under a Settlement Agreement (Olivia Y. et al. v. Barbour lawsuit). The MACWIS case management/data system plays an important role in the settlement agreement as new functionality and reporting must be added in order to collect, analyze, and report on all elements required by the settlement agreement.

1.3.8.2. Based on the Settlement Agreement, “*MDCPS shall maintain comprehensive information systems that permit: (1) timely access by authorized MDCPS staff to information, including current and historical case documents, to support child safety and continuity of care across placement settings and services; (2) capturing, tracking, and reporting of applicable financial information, quantitative 2nd MSA compliance, longitudinal performance, and child welfare information, including federally required elements; and (3) prompts for workers and supervisors regarding required actions in a child’s case and whether they have taken place.*” The Olivia Y 2nd Modified Mississippi Settlement Agreement and Reform Plan details can be found on the MDCPS website at the following link: <https://www.mdcps.ms.gov/olivia-y-lawsuit/>.

1.3.9 **Federal Requirements** - Federal requirements are detailed in the United States Department of Health and Human Services (HHS) Administration for Children and Families (ACF) Feasibility Study Guide which will be utilized as a guideline for this project. Additional information can be found at the following links:

<http://www.acf.hhs.gov/programs/cb/resource/cba-guide>
<http://www.acf.hhs.gov/programs/cb/systems/index.htm#sacwis>

1.4. **Contract Award**

1.4.1. **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.

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

- 1.4.3. **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.
- 1.4.4. **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.
- 1.4.5. **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.
- 1.5. **Contract Term**
 - 1.5.1. **Initial Period.** The term of the contract shall be for four (4) years from date of signing.
 - 1.5.2. **Renewal Period.** The contract shall be renewable for one (1) additional year as agreed upon by the parties should services still be required.
- 1.6. **Definitions**
 - 1.6.1. **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.
 - 1.6.2. **Acronyms and Glossary.** A general list of acronyms and/or glossary items used in the RFP can be provided upon request.

2. Project Schedule

Task	Date	Time
First Advertisement Date	11/7/17	
Second Advertisement Date	11/14/17	
Deadline for Submission of Vendor's Written Questions	11/20/17	3:00 p.m.
Questions and Answers Released by	11/28/17	
Proposals Due No Later Than	12/7/17	3:00 p.m.
Proposal Evaluation Begins	12/7/17	
Contract Negotiations Begin	1/2/18	
Estimated Project Start Date	2/1/18	

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. 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, 700 North Street, Jackson, MS 39202, 601-359-2642, debra.spell@mdcps.ms.gov.
- 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, four (4) copies, 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 (Page 2)

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 (Item 6)

- 3.4.6.5. Item-by-Item response to Vendor Qualifications (Item 7)
- 3.4.6.6. References (Appendix B)
- 3.4.6.7. Vendor response to Cost Proposal (Item 8 and Appendix C)
- 3.4.6.8. E-verify Certificate (See Item 4.11.14)
- 3.4.6.9. Insurance certificates (See the “Insurance” Article in the sample contract in Appendix D)
- 3.4.6.10. Federal Debarment Verification Form (Appendix E)
- 3.4.6.11. Proprietary Information Form (Appendix F)
- 3.4.6.12. W-9 (See Item 5.1.3)
- 3.4.6.13. Minority Vendor Self-Certification Form (See Item 5.3)

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 reject 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 Vendor.** 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, Offeror, or Vendor who is aggrieved in connection with this solicitation or the outcome of this RFP may file a protest with MDCPS. The protest shall be submitted on or before seven (7) calendar days following award notice 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 Vendor or an individual authorized to sign contracts on behalf of the protesting Vendor, 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 Vendor must provide facts and evidence to support the protest. A protest is considered filed when received by the MDCPS by either U.S. mail, postage prepaid, or by personal delivery. Protests filed after the seven (7) calendar days following award notice 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.

4.11.15. **E-verify Registration Certification**

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

4.11.16. **Liability Insurance Certification**

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

4.11.17. **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

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 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.

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.

6. Technical Specifications

6.1. Item-by-Item Response Required

Vendor must provide an “Item-by-Item” response to each item in this sections 6 - 9, 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 Monday, November 20, 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 Initial contract period will begin upon execution of a professional services contract. The State reserves the right to extend the contract for additional term(s).

6.2.3. The individual(s) must be available during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday. Individual(s) may occasionally be required to work outside of these hours.

6.2.4. The individual(s) awarded to provide these services will remain part of the project throughout the duration of the contract as long as the personnel are employed by the Vendor, unless replaced by the Vendor at the request of MDCPS. This requirement includes the responsibility for ensuring all non-citizens maintain current USCIS eligibility throughout the duration of the contract.

6.2.5. The Vendor must be prepared to sign confidentiality agreement with MDCPS. See Appendix H.

6.2.6. The Vendor is solely responsible for the fulfillment of the contract with MDCPS. The Vendor will assume responsibility for all tasks, goods, and services offered. MDCPS will consider the Vendor to be the sole point of contact with regard to all contractual matters. The Vendor will be responsible for the entire contract performance whether or not subcontractors are used. All references in this RFP to the Contractor and Vendor should be construed to encompass both the Contractor or Vendor and any and all subcontractors.

6.2.7. The Vendor must not commence any billable work until a valid contract has been fully executed by the parties and has been approved by the HHS ACF.

Subsequent to federal approval, the MDCPS CCWIS Project Director will notify the Vendor in writing that work may commence.

- 6.2.8. At the State's option, all Vendors, or the top scoring Vendors may be requested to make an oral presentation, demonstration or discussion of their proposed solution for the purpose of clarification, confirmation, or to provide more detail on the materials presented in any part of the proposal. Vendor must be aware that:
 - 6.2.8.1. The State is not required to request clarification. Therefore, all proposals must be complete and concise and reflect the most favorable terms available from the Vendor;
 - 6.2.8.2. The project manager and other assigned key Vendor personnel must play a role in the presentation/demonstration/discussion; and
 - 6.2.8.3. All cost associated with this meeting will be the responsibility of the Vendor.
- 6.2.9. The Vendor is requested to provide details on what features, functions, or other considerations exclusive of the specified requirements that either his company or the proposed solution offers the customer that may provide a distinct added value to MDCPS. In the event that MDCPS agrees that such features, functions, or other considerations do provide a distinct benefit, the State reserves the right to give the Vendor additional consideration.
- 6.2.10. To be eligible to submit a proposal in response to this RFP, the Vendor must provide a statement of affirmation for each requirement as specified below:
 - 6.2.10.1. The Vendor has not been sanctioned by a state or federal government within the last 10 years. For any action or suit filed within the last 10 years, or any claim made by any party that might reasonably be expected to result in litigation related in any manner to this contract or which may impact the Vendor's ability to perform, MDCPS requires immediate notice in writing from the Vendor.
 - 6.2.10.2. The Vendor must have experience providing the type of services described in this RFP; and
 - 6.2.10.3. The Vendor must be able to provide each required component and deliverable as detailed in the Scope of Work.

7. Scope of Work

- 7.1. **Independent Verification and Validation (IV&V) Services.** Vendor must provide Independent Verification and Validation (IV&V) services for an Agile software development as described in 45 CFR 95.626 (b)(1-6), which can be found at <https://www.ecfr.gov/cgi-bin/text->

[idx?SID=2ab5928218a8e4aa93f729f15ec2ccd7&mc=true&node=pt45.1.95&rgn=div5#sp45.1.95.f](https://www.mdcps.org/idx?SID=2ab5928218a8e4aa93f729f15ec2ccd7&mc=true&node=pt45.1.95&rgn=div5#sp45.1.95.f). This includes the following but not limited to tasks:

- 7.1.1. Attendance at project meetings or events to observe process
 - 7.1.2. Review of documents or products
 - 7.1.3. Independent testing or operation of software
 - 7.1.4. Inspection of project operations and artifacts
 - 7.1.5. Conversations or interviews with project staff
- 7.2. **Timeliness.** The Vendor must provide IV&V services in an Agile approach.
- 7.2.1. IV&V services must be provided in a manner that is minimally disruptive to the CCWIS project team.
 - 7.2.2. The Vendor must describe their strategy for providing services in an Agile environment that will provide value without delaying development progress.
- 7.3. **Project Plan.** MDCPS will work with the Technology Consultants to finalize the CCWIS Project Plan. Upon award, the Vendor must align their IV&V Project Plan with the State approved CCWIS Project plan.
- 7.3.1. The Vendor must submit with his proposal a sample Project Plan outlining major activities/tasks, milestones, and other items deemed appropriate to perform a complete IV&V of the system.
 - 7.3.2. The Vendor must state, in the proposal submitted in response to this RFP, the project management methodology that will be used to guide the project. This must include detail on the monitoring methodology, standards, process, etc., that the Vendor will use to meet the requirements for this project.
- 7.4. **Control Points.** The Vendor must identify the key touch points for providing IV&V of an Agile software development project.
- 7.4.1. The Vendor must provide explain how these points are determined and the process for providing IV&V of these critical control points.
 - 7.4.2. The Vendor must include in their description a discussion of how the execution of IV&V services are to be adjusted to be appropriate for the control point level (i.e., sprint, release, roadmap).
- 7.5. **Continuous Improvement.** The Vendor must describe the steps or processes used to inspect processes and products to identify areas for potential adjustments.

- 7.5.1. The Vendor must describe the process for providing evaluation and feedback in a timely fashion.
- 7.5.2. The Vendor must provide a proposed schedule for regular status reports.
- 7.5.3. The Vendor must notify the State immediately upon the discovery of any issues that are deemed critical.
- 7.6. **Risk Management.** The Vendor must conduct ongoing risk analysis, identifying potential risks and issues in all phases of the project lifecycle, including their impact and mitigation. In addition, the Vendor must specifically address the following risks:
 - 7.6.1. Overall risk level for the CCWIS project;
 - 7.6.2. Risk of missing statutory or regulatory deadlines for automation that is intended to meet program requirements;
 - 7.6.3. Risk of failing to meet a critical milestone;
 - 7.6.4. Risk of failure, major delay, or cost overrun in system development efforts; and
 - 7.6.5. Indicate if the state's procurement policies put the project at risk.
- 7.7. **Source Code.** The Vendor must evaluate the Agile Development Vendor's coding standards and guidelines for compliance with State standards and guidelines. This evaluation will include, but is not limited to, structure, documentation, modularity, naming conventions, and format.
- 7.8. **Weekly Status.** The Vendor will provide a weekly written report to the State Project Director, Program Sponsor, and ACF. All reports will be provided in an electronic file format using Microsoft Office software.
- 7.9. **Project Recommendations.** The Vendor must review and make recommendations on the management of the project, both State and vendor, and the technical aspects of the project.
- 7.10. **System Functionality.** The Vendor must consult with all stakeholders and assess the user involvement and buy-in regarding system functionality and the system's ability to support program business needs.

8. Vendor Qualifications and Experience

- 8.1. **Organization Description -** The Vendor must provide a description of his organization to include the following information:

- 8.1.1. Corporate information to include type of corporate structure, parent corporation and any subsidiaries;
 - 8.1.2. The name of the state of incorporation;
 - 8.1.3. Location of Vendor's principal office and the number of executive and professional personnel employed at this office;
 - 8.1.4. Disclosure of any company restructurings, mergers, and acquisitions in the past three years that have impacted any products the Vendor sold, serviced, and supported;
 - 8.1.5. A copy of the corporation's most recent annual report, including consolidated balance sheets and related statements of income, stockholders' or partners' equity and changes in financial position, for each of the three fiscal years preceding the end of the most recent fiscal year. The financial information listed above should be compiled, reviewed, and audited by a Certified Public Accountant;
 - 8.1.6. Lines of business and approximate percentages;
 - 8.1.7. Number of years the company has been in business; and
 - 8.1.8. Name, title, address, telephone number, and email for the "Notices" article of the contract.
- 8.2. **Pending Legal Actions**
- 8.2.1. 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.
 - 8.2.2. Vendor must include in the disclosure a summary of the legal action, citations where filed, and current status.
- 8.3. **Place Order To Address and Remit To Address**
- 8.3.1. Vendor must specify the ordering address in response to this item.
 - 8.3.2. Vendor must specify the remit address in response to this item.
- 8.4. **Experience**
- 8.4.1. Vendor must discuss experience of company in furnishing the proposed services requested in response to the RFP.

- 8.4.2. Vendor must identify a related project in size, complexity, scope, and technical environment in which the Vendor provided IV&V services for an Agile software development project. See Appendix B for instructions and reference forms.
- 8.4.3. It is preferred but not required that the Vendor have experience working with child welfare systems.
- 8.4.4. The Vendor must provide detail demonstrating his ability to conduct both a process and an outcome evaluation.

9. Proposed Project Staff

9.1. General Staffing Requirements

- 9.1.1. The Vendor must furnish an organization chart identifying personnel proposed for the project and the chain of command inside the Vendor's organization for the designated staff.
- 9.1.2. The Vendor must discuss the nature of any Class A misdemeanor or felony convictions of proposed project personnel.
- 9.1.3. The State reserves the right to approve all individuals assigned to this project.
- 9.1.4. The Vendor must agree to allow staff to be subject to background checks.
- 9.1.5. The Vendor personnel must be available to MDCPS during regular State work hours and at other such times as required by MDCPS. The Vendor must provide the maximum number of person-hours dedicated to the project.
- 9.1.6. Upon contract award, the Vendor must commit the key personnel named in the proposal and must specify the percentage of time each person will commit to the project. The proposed individuals should possess the necessary skills and certifications for the roles they are fulfilling.
- 9.1.7. Key individuals must be available to work on the project once an award is made and a contract is signed. All Vendors' key staff members proposed must be approved by the State Project Team prior to the start of the project. Any replacement or substitution of staff as proposed requires written approval from the State Project Team prior to replacement or substitution.
- 9.1.8. The Vendor must acknowledge and agree that all Vendor personnel as well as subcontractor personnel, if applicable, assigned to this project will exercise due care with respect to the use, preservation, and safekeeping of confidential information (i.e., confidential information related to state employees, citizens, certification scores, and schools) that in the course of the project work they observe or otherwise come in contact with and will exercise due care to

prevent disclosure to unauthorized third parties and to prevent unauthorized use of the confidential information, as is the customary and accepted practice within the industry organization for that designated staff.

9.2. **Project Manager**

9.2.1. The Vendor must provide a Project Manager for project oversight, who will be available for the duration of the project. Project management activities will include, at minimum:

9.2.1.1. Establishing and administering controls to ensure the quality of deliverables are acceptable to MDCPS;

9.2.1.2. Serving as primary day-to-day contact to interact with the State Project Manager and Agile Development Vendors;

9.2.1.3. Developing and maintaining a detailed work plan and schedule in conjunction with State Project Team;

9.2.1.4. Organizing, directing, and coordinating planning and production of all IV&V activities;

9.2.1.5. Monitoring project activities to ensure project schedules are met; and

9.2.1.6. Providing weekly and/or monthly status reports including the following:

- Recap of the previous period's work;
- Preview of the next period's tasks;
- Status of major activities/milestones;
- Any potential delays in reaching target dates and supporting information about the delays;
- Any proposed revisions to the overall work schedule;
- Presenting weekly reports orally when requested and written monthly reports; and
- Facilitating and escalating any problems or issues that arise during the project.

9.2.2. The project manager must have experience that meets or exceed the following:

9.2.2.1. Must have seven (7) years of project management experience with projects requiring monitoring and overseeing, and IV&V of system design and development projects. Vendor must

provide details of this experience (resume should not be used as response to this requirement).

- 9.2.2.2. Must be knowledgeable in the following:
- System requirements definition and analysis,
 - System design,
 - Project management,
 - Test plan definition and execution, and
 - Performance measurement.
- 9.2.2.3. Must provide a detailed history of experience with projects of similar size, complexity, and scope that the proposed project manager has managed successfully.
- 9.2.2.4. It is preferred but not required that the Project Manager have at least two (2) years' experience providing IV&V services for Agile development projects. Vendor must provide details of this experience (resume should not be used as response to this requirement).
- 9.2.2.5. It is preferred but not required that the Project Manager have at least two (2) years' experience working with child welfare systems. Vendor must provide details of this experience (resume should not be used as response to this requirement).
- 9.2.2.6. Must have a bachelor's degree in computer science, information management, business administration, or a related field.
- 9.2.2.7. It is desirable, but not required, that the project manager possesses training and certification in the following areas. Vendor must state in the proposal all relevant training and certification held, such as:
- Project Management Professional (PMP);
 - American Society of Quality (ASQ);
 - Professional Risk Management (PRM);
 - Certified Public Auditor;
 - Certified Information System Auditor; and/or
 - Other related certifications.

9.2.2.8. Must have fluent written and spoken English language skills.

9.2.3. Vendor must disclose other projects that the project manager is assigned and indicate the time allocated for each project. As stated above, it is the State's intent that the same individual be available for the duration of this project.

9.3. **Key personnel**

9.3.1. The Vendor must propose appropriate quantity and quality of staff to ensure successful completion of this project.

9.3.2. Vendor must clearly list/define all individuals proposed for this project.

9.3.3. Vendor must provide the classification (for example, Account Manager, Business Analyst, etc.) of each individual that will be used in providing the services for the duration of the project. Each classification must include a concise description of its primary duties.

9.3.4. Vendor must indicate the percentage of time that each will be dedicated to the project.

9.3.5. Proposed staff must have experience with federal and state government projects, preferably human services and/or child welfare projects, as a group.

9.3.6. At least one proposed key staff, other than project manager, must have a minimum of three (3) years in large-scale government system implementations.

9.3.7. At least one proposed key staff, other than project manager, must have a minimum of three (3) years of internal processes review experiences such as quality control, application review and functional/performance testing.

9.3.8. Proposed staff must be knowledgeable in the following:

9.3.8.1. System requirements definition and analysis;

9.3.8.2. System design;

9.3.8.3. Project management;

9.3.8.4. Test plan definition and execution; and

9.3.8.5. Performance measurement.

9.4. **Resumes**

9.4.1. The Vendor must provide resumes and references for each key individual assigned to the project. Resumes may also be provided for support staff. Resumes must reflect qualifications and recent experience relevant to the scope of the work indicated in this RFP. The description of experience must include:

- 9.4.1.1. Specific responsibilities of Vendor personnel;
 - 9.4.1.2. The number of years of their experience;
 - 9.4.1.3. Month/year ranges for experience;
 - 9.4.1.4. Experience relating to the requirements identified in 8.3 above;
 - 9.4.1.5. Listing of relevant projects with customer names, time periods and brief description of project scope; and
 - 9.4.1.6. Educational background.
- 9.4.2. Resumes must include at least two (2) professional references that can be contacted to verify the individual's qualifications and experience. Reference must not be a family member or current colleague. Resumes should list the following information for each project reference provided by individual:
- 9.4.2.1. Company Name;
 - 9.4.2.2. Immediate Supervisor's Name;
 - 9.4.2.3. Immediate Supervisor's Title;
 - 9.4.2.4. Supervisor's Telephone Number;
 - 9.4.2.5. Supervisor's Fax Number;
 - 9.4.2.6. Supervisor's E-mail address;
 - 9.4.2.7. Brief description of the project;
 - 9.4.2.8. Duration of Project; and
 - 9.4.2.9. Individual's role in the project.

10. Location of Work

- 10.1. The Vendor must fully discuss the approach and percentage of commitment of staff and time on-site versus off-site for the duration of this project.
- 10.2. Due to limited office space, the Vendor may be required to provide their own office space in the Jackson metro area. The State will work with the Vendor at the time of award to determine whether office space is available. Vendor must provide the cost for providing office space as a separate line item in *Appendix C: Cost Information Submission Form and Instructions*, Table 3, in the response to this RFP.
- 10.3. On-site work must be performed during normal MDCPS business hours, 8:00 AM until 5:00 PM Central Time, Monday through Friday.
- 10.4. The Contractor is expected to provide equipment for the staff assigned (laptop or desktop and printer). The Contractor must be prepared to find office space and provide computer resources needed for other staff.

11. Payment Information

The State will make payments after deliverables have been successfully completed as described by the Vendor in the State-approved Project Plan, and the State has provided written acceptance. Note: The Vendor must not begin any work until a contract has been executed by both parties and a purchase order has been submitted to the Vendor.

- 11.1. The Vendor must propose a method of payment that ties his payment to a tangible deliverable identified in the Vendor's Project Work Plan and agreed upon in final contract negotiations.
- 11.2. The payment for each major deliverable identified by the Vendor in the Project Work Plan from project beginning to completion shall be a contractually agreed amount minus a twenty percent (20%) retainage. The sum of payments will total the fixed costs for each Phase, as itemized in the contractor's cost proposal. The retainage will be paid after acceptance of the last deliverable and any outstanding issues have been corrected.
- 11.3. Vendor should be aware that payments for this project will be made on a deliverables-based schedule, upon State acceptance of the agreed upon deliverables/milestones. Delays caused by Vendor shall result in penalties being assessed at the time of a missed milestone on a daily basis at a rate of \$1,000.00 per calendar day until such milestone is met.

12. Cost Proposal

- 12.1. The Vendor must propose a fixed annual amount for all services requested in this RFP including any travel, subsistence or lodging costs. It is estimated that services from the IV&V Vendor will be required for two to three years. A fixed price proposal must be submitted using the table in Appendix C, *Cost Proposal*.
- 12.2. The Vendor must include and complete all parts of the *Cost Proposal*, Appendix C, in a clear and accurate manner. The Vendor must summarize all costs in Appendix C fully and explicitly itemize them on a separate document as supporting documentation of how they were derived.

13. Change Order

- 13.1. Vendor must submit in Appendix C, *Cost Proposal*, 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.
- 13.2. Contractor 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 Contractor staff where travel is not required, and must be billed at the base rate Contractor Qualifications. See Article 35 of the Standard Contract attached as Attachment A for terms and conditions for Change Orders.

14. Additional Requirements

- 14.1. The Vendor must provide the following documents at the time of proposal submission:
- 14.1.1. Certification of E-verify Compliance, see Item 4.11.15 above.
 - 14.1.2. Certificate of Liability Insurance, see Item 4.11.16 above.
 - 14.1.3. MAGIC Vendor Code or W-9, see Item 5.1.3 above.
 - 14.1.4. Minority Vendor Self-Certification Form, see Item 5.3 above.
 - 14.1.5. Federal Debarment Verification Requirement, see Appendix E. A signed copy of this form must be submitted with Vendor's proposal.
 - 14.1.6. Proprietary Information Form, see Appendix F. A signed copy of this form must be submitted with Vendor's proposal.

15. Scoring Methodology

- 15.1. An Evaluation Team composed of MDCPS staff 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:
- 15.1.1. Each category is assigned a value between one and 100 percent.
 - 15.1.2. The sum of all categories equals 100 possible percent.
 - 15.1.3. The Evaluation Team will use the following categories and possible points:

Category	Percentage
Proposal Categories:	
Scope of Work	35%
Vendor Qualifications	30%
Total (Proposal Categories Percentage)	65%
Cost	35%
Total (Cost and Proposal Categories)	100%

- 15.2. The evaluation will be conducted in four stages as follows:

15.2.1. 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.

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

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

15.2.2.2. Proposals meeting fewer than 80% of the requirements in the proposal categories may be eliminated from further consideration.

15.2.3. Stage 3 – Cost Evaluation

15.2.3.1. Points will be assigned using the following formula:

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

Where:

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

15.2.3.2. 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.

15.2.4. Stage 4 – Selection of the Successful Vendor

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

15.3. On-site Demonstrations and Interviews

15.3.1. 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.

15.3.2. 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.

- 15.3.3. Proposed key team members must be present at the on-site demonstration. The evaluation team reserves the right to interview the proposed key team members during this onsite visit.
- 15.3.4. Although on-site demonstrations may be requested, the demonstration will not be allowed in lieu of a written proposal.

16. 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: Sample Contract
- Appendix E: Federal Debarment Verification
- Appendix F: Proprietary Information Form
- Appendix G: MACWIS Workflow Diagram
- Appendix H: Statement of Confidentiality

Appendix A: Proposal Exception Summary Form and Instructions. Vendor must enter any exceptions in the Exception in the table below:

- Unless specifically disallowed on any specification herein, the Vendor may take exception to any item within this RFP, including a specification denoted as mandatory.
- 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.
- 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.
- An exception will be accepted or rejected at the sole discretion of the State.

RFP Item Number	

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.

Reference #1 (Prime Vendor)	
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	

Reference #2 (Prime Vendor)	
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	

Reference #3 (Prime Vendor)	
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:

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

Reference #1 (Subcontractor)	
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	

Reference #2 (Subcontractor)	
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	

Table 2 – Optional/Alternate Deliverables

Deliverable Item Number/Other	Deliverable	Deliverable Cost	Less 20% Retainage	Payment

Table 3 – Other Cost

Item Description	Quantity/Frequency	Cost	Extended
Office Space			
Total			

Table 4 – Change Order Rates

Item Description	Base Rate	Fully-Loaded Rate

Appendix D: Sample Contract

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 contact as Exhibits include: (1) Contract Language for General Services; and (2) safeguarding and Reporting Responsibilities for Personally identifiable Information PII.

PROJECT NUMBER 18-001
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
INSERT VENDOR NAME
AND
MISSISSIPPI DEPARTMENT OF CHILD PROTECTION SERVICES

This Professional Services 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 “Contractor”), and Mississippi Department of Child Protection Services having its principal place of business at 660 North Street, Jackson, Mississippi 39202 (hereinafter referred to as “Customer” and/or “MDCPS”).

WHEREAS, Customer, pursuant to Request For Proposal Number 18-001 (hereinafter referred to as “RFP”) requested proposals for the acquisition of IV&V Services for the replacement of the Mississippi Automated Child Welfare Information System (MACWIS) for the Mississippi Department of Child Protection Services (MDCPS), and

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

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

ARTICLE 1 PERIOD OF PERFORMANCE

1.1 Unless this Agreement is extended by mutual agreement or terminated as prescribed elsewhere herein, this Agreement shall begin on February 1, 2018, or the date it is signed by all parties, whichever is later, and shall continue until the close of business on **June 30, 2021**. At the end of the initial term, this Agreement may, upon the written agreement of the parties, be renewed for an additional term, the length of which will be agreed upon by the parties. Sixty (60) days prior to the expiration of the initial term or any renewal term of this Agreement, Contractor shall notify Customer of the impending expiration and Customer shall have thirty (30) days in which to notify Contractor of its intention to either renew or cancel the Agreement.

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

ARTICLE 2 SCOPE OF SERVICES

Contractor shall perform all work specified in the Statement of Work attached hereto as “Exhibit A” and incorporated herein by reference. **Contractor shall provide IV&V Services for the replacement of the Mississippi Automated Child Welfare Information System (MACWIS) as specified in the RFP and**

Contractor's proposal, as accepted by Customer, in response thereto, which are both incorporated herein by reference. It is understood by the Contractor that the individual assigned to perform such services shall work under the direction of Customer's Deputy Commissioner of IT, Cindy Greer, or her designee, whose responsibilities include assigning, directing and monitoring the daily work and assessing the quality of the work in accordance with the Warranty Article herein. While Contractor's work is to be performed primarily on-site in the Customer's offices in Jackson, Mississippi, it is understood that with the Customer's written approval, certain work can be performed off-site if it can be demonstrated to the Customer's satisfaction that the off-site work provides a savings to the Customer and that the work done off-site does not interfere with or slow the progress of the project or reduce the quality of the work. Contractor accepts full responsibility for all problems arising out of a decision to perform off-site work. The parties understand and agree that while the usual work hours will be 8:00 A.M. to 5:00 P.M. (Central Time) Monday through Friday, occasionally they may be required to work outside of these hours.

ARTICLE 3 CONSIDERATION AND METHOD OF PAYMENT

3.1 As consideration for the performance of this Agreement, Customer shall pay Contractor rates as specified in Exhibit A. It is understood by the parties that travel, subsistence and any related project expenses are included in this hourly rate. No additional costs will be added to the monthly invoices for such expenses. It is expressly understood and agreed that in no event will the total compensation to be paid hereunder exceed the specified sum of \$**INSERT AMOUNT (INSERT WRITTEN AMOUNT)**. Contractor shall keep daily records of the actual number of hours worked and of the tasks performed and shall immediately supply such records to Customer upon request.

3.2 Contractor shall submit an invoice monthly with the appropriate documentation to Customer for any month in which services are rendered. Upon the expiration of this Agreement, Contractor shall submit the final invoice with appropriate documentation to Customer for payment for the services performed during the final month of this Agreement. Contractor shall submit invoices and supporting documentation to Customer electronically during the term of this Agreement using the processes and procedures identified by the State to contract.invoice@mdcps.ms.gov. Customer agrees to make payment in accordance with Mississippi law on "Timely Payments 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 Customer within forty-five (45) days of receipt of the invoice. Contractor understands and agrees that Customer is exempt from the payment of taxes. All payments shall be 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 Contractor's choice. No payment, including final payment, shall be construed as acceptance of defective products or incomplete work, and the Contractor shall remain responsible and liable for full performance in strict compliance with the contract documents specified in the article herein titled "Entire Agreement."

3.3 Acceptance by the Contractor of the last payment from the Customer shall operate as a release of all claims against the State by the Contractor and any subcontractors or other persons supplying labor or materials used in the performance of the work under this Agreement.

ARTICLE 4 WARRANTIES

4.1 The Contractor represents and warrants that its services hereunder 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 Customer may, at its option, either terminate this Agreement immediately pursuant to the termination article herein, or require Contractor to provide replacement personnel satisfactory to Customer within thirty (30) calendar days of Contractor's receipt of notification from Customer. Whether or not the departing personnel are to continue working while Contractor attempts to find replacement personnel is at the sole discretion of the Customer. If Contractor is notified within the first eight (8) hours of assignment that the person is unsatisfactory, Contractor will not charge Customer for those hours; otherwise, Customer shall pay for all actual hours worked prior to Customer's notification of replacement request to Contractor.

4.2 If applicable under the given circumstances, Contractor 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. Contractor 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. Contractor 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. Contractor understands and agrees that any breach of these warranties may subject Contractor 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 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 termination/cancellation, Contractor would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit.

4.3 Contractor represents and warrants that no official or employee of Customer, 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 Contractor 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 Contractor also warrants that in the performance of this Agreement no person having any such known interests shall be employed.

4.4 The Contractor 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 Contractor, terminate the right of the Contractor 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 Contractor 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 Contractor as it would pursue in the event of a breach of contract by the Contractor, including punitive damages, in addition to any other damages to which it may be entitled at law or in equity.

ARTICLE 5 EMPLOYMENT STATUS

5.1 Contractor shall, during the entire term of this Agreement, be construed to be an independent contractor. Nothing in this Agreement is intended to nor shall be construed to create an employer-employee relationship, or a joint venture relationship.

5.2 Contractor represents that it is qualified to perform the duties to be performed under this Agreement and that it has, or will secure, if needed, at its own expense, applicable personnel who shall be qualified to perform the duties required under this Agreement. Such personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of Customer.

5.3 Any person assigned by Contractor to perform the services hereunder shall be the employee of Contractor, who shall have the sole right to hire and discharge its employee. Customer may, however, direct Contractor to replace any of its employees under this Agreement.

5.4 Contractor shall pay when due, all salaries and wages of its employees and it accepts exclusive responsibility for the payment of federal income tax, state income tax, social security, unemployment compensation and any other withholdings that may be required. Neither Contractor nor employees of Contractor are entitled to state retirement or leave benefits.

5.5 It is further understood that the consideration expressed herein constitutes full and complete compensation for all services and performances hereunder, and that any sum due and payable to Contractor shall be paid as a gross sum with no withholdings or deductions being made by Customer for any purpose from said contract sum, except as permitted herein in the article titled "Termination".

ARTICLE 6 BEHAVIOR OF EMPLOYEES/SUBCONTRACTORS

Contractor will be responsible for the behavior of all its employees and subcontractors while on the premises of any Customer location. Any employee or subcontractor acting in a manner determined by the administration of that location to be detrimental, abusive or offensive to any of the staff will be asked to leave the premises and may be suspended from further work on the premises. All Contractor employees

and subcontractors who will be working at such locations shall be covered by Contractor's comprehensive general liability insurance policy.

ARTICLE 7 MODIFICATION OR RENEGOTIATION

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 8 AUTHORITY, ASSIGNMENT AND SUBCONTRACTS

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

8.2 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.

8.3 Contractor must obtain the written approval of Customer before subcontracting any portion of this Agreement. No such approval by Customer of any subcontract shall be deemed in any way to provide for the incurrence of any obligation of Customer 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 Customer may deem necessary.

8.4 Contractor represents and warrants that any subcontract agreement Contractor 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 Customer, and that the subcontractor acknowledges that no privity of contract exists between the Customer and the subcontractor and that the Contractor is solely liable for any and all payments which may be due to the subcontractor pursuant to its subcontract agreement with the Contractor. The Contractor 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 Contractor's failure to pay any and all amounts due by Contractor to any subcontractor, materialman, laborer or the like.

8.5 All subcontractors shall be bound by any negotiation, arbitration, appeal, adjudication or settlement of any dispute between the Contractor and the Customer, where such dispute affects the subcontract.

ARTICLE 9 AVAILABILITY OF FUNDS

It is expressly understood and agreed that the obligation of Customer 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 for the performances required under this Agreement. If the funds anticipated for the fulfillment of this Agreement are not forthcoming, or are insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds, or if there is a

discontinuance or material alteration of the program under which funds were available to Customer for the payments or performance due under this Agreement, Customer shall have the right to immediately terminate this Agreement, without damage, penalty, cost or expense to Customer of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination. Customer shall have the sole right to determine whether funds are available for the payments or performances due under this Agreement.

ARTICLE 10 TERMINATION

10.1 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) If either party fails to comply with the terms of this Agreement, the non-defaulting party may terminate the Agreement upon the giving of thirty (30) days written notice unless the breach is cured within said thirty (30) day period; (c) Customer may terminate the Agreement in whole or in part without the assessment of any penalties upon thirty (30) days written notice to Contractor if Contractor becomes the subject of bankruptcy, reorganization, liquidation or receivership proceedings, whether voluntary or involuntary, or (d) Customer may terminate the Agreement for any reason without the assessment of any penalties after giving thirty (30) days written notice specifying the effective date thereof to Contractor. The provisions of this Article do not limit either party's right to pursue any other remedy available at law or in equity.

10.2 In the event Customer terminates this Agreement, Contractor shall be paid for satisfactory work completed by Contractor and accepted by Customer prior to the termination. Such compensation shall be based upon the amounts set forth in the Article herein on "Consideration and Method of Payment", but in no case shall said compensation exceed the total fixed price of this Agreement.

10.3 Notwithstanding the above, Contractor shall not be relieved of liability to Customer for damages sustained by Customer by virtue of any breach of this Agreement by Contractor, and Customer may withhold any payments to Contractor for the purpose of set off until such time as the exact amount of damages due Customer from Contractor are determined.

ARTICLE 11 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. Contractor expressly agrees that under no circumstances shall Customer be obligated to pay an attorney's fee, prejudgment interest or the cost of legal action to Contractor. Further, nothing in this Agreement shall affect any statutory rights Customer may have that cannot be waived or limited by contract.

ARTICLE 12 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 13 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 14 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 Article in this Agreement.

ARTICLE 15 HOLD HARMLESS

To the fullest extent allowed by law, Contractor shall indemnify, defend, save and hold harmless, protect and exonerate Customer, and the State, 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 Contractor and/or its partners, principals, agents, employees or subcontractors in the performance of or failure to perform this Agreement.

ARTICLE 16 THIRD PARTY ACTION NOTIFICATION

Contractor shall notify Customer in writing within five (5) business days of Contractor 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 Contractor or Customer by any entity that may result in litigation related in any way to this Agreement and/or which may affect the Contractor's performance under this Agreement. Failure of the Contractor to provide such written notice to Customer shall be considered a material breach of this Agreement and the Customer 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 17 AUTHORITY TO CONTRACT

Contractor 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 18 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. Customer's address for notice is: Jess H. Dickinson, Commissioner, Mississippi Department of Child Protection Services, 660 North Street, Jackson, Mississippi. The Contractor'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 19 RECORD RETENTION AND ACCESS TO RECORDS

Contractor 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 Customer, any state or federal agency authorized to audit Customer, and/or any of their duly authorized representatives, shall have unimpeded, prompt access to this Agreement and to any of the Contractor'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 Contractor's office as applicable where such records are kept during normal business hours. All records relating to this Agreement shall be retained by the Contractor 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 20 INSURANCE

Contractor represents that it will maintain workers' compensation insurance as prescribed by law which shall inure to the benefit of Contractor's personnel, as well as comprehensive general liability and employee fidelity bond insurance. Contractor will, upon request, furnish Customer with a certificate of conformity providing the aforesaid coverage.

ARTICLE 21 COMPLIANCE WITH LAWS

21.1 Contractor shall comply with, and all activities under this Agreement shall be subject to, all Customer 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, Contractor 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, Contractor 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.

21.2 Contractor 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, Contractor 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 22 CONFLICT OF INTEREST

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

ARTICLE 23 SOVEREIGN IMMUNITY

By entering into this Agreement with Contractor, the State of Mississippi does in no way waive its sovereign immunities or defenses as provided by law.

ARTICLE 24 CONFIDENTIAL INFORMATION

24.1 Contractor shall treat all Customer data and information to which it has access by its performance under this Agreement as confidential and shall not disclose such data or information to a third party without specific written consent of Customer. In the event that Contractor 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, Contractor shall promptly inform Customer and thereafter respond in conformity with such subpoena to the extent mandated by state and/or federal laws, rules and regulations. This Article shall survive the termination or completion of this Agreement and shall continue in full force and effect and shall be binding upon the Contractor and its agents, employees, successors, assigns, subcontractors or any party or entity claiming an interest in this Agreement on behalf of, or under the rights of the Contractor following any termination or completion of this Agreement.

24.2 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 Contractor. MDCPS will provide third party notice to Contractor of any requests received by MDCPS for any such confidential exhibits so as to allow Contractor the opportunity to protect the information by court order as outlined in MDCPS' Public Records Procedures.

ARTICLE 25 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 State or the Contractor on the basis of draftsmanship or preparation hereof.

ARTICLE 26 OWNERSHIP OF DOCUMENTS AND WORK PRODUCTS

All data, electronic or otherwise, collected by Contractor and all documents, notes, programs, data bases (and all applications thereof), files, reports, studies, and/or other material collected and prepared by Contractor in connection with this Agreement, whether completed or in progress, shall be the property of Customer upon completion of this Agreement or upon termination of this Agreement. Customer hereby reserves all rights to the databases and all applications thereof and to any and all information and/or materials prepared in connection with this Agreement. Contractor is prohibited from use of the above described information and/or materials without the express written approval of Customer.

ARTICLE 27 NON-SOLICITATION OF EMPLOYEES

Contractor agrees not to employ or to solicit for employment, directly or indirectly, any of the Customer's employees until at least one (1) year after the expiration/termination of this Agreement unless mutually agreed to the contrary in writing by the Customer and the Contractor and provided that such an agreement between these two entities is not a violation of the laws of the State of Mississippi or the federal government.

ARTICLE 28 ENTIRE AGREEMENT

28.1 This Contract 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 thereto. The RFP and Contractor's Proposal in response thereto are hereby incorporated into and made a part of this Contract.

28.2 The Contract 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 the parties hereto;
- B.** Any exhibits attached to this Agreement;
- C.** RFP 18-001 and written addenda, and
- D.** Contractor's Proposal, as accepted by Customer, in response thereto.

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 Contractor. 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. Contractor's Proposal").

ARTICLE 29 STATE PROPERTY

Contractor shall be responsible for the proper custody of any Customer-owned property furnished for Contractor's use in connection with work performed pursuant to this Agreement. Contractor shall reimburse the Customer for any loss or damage, normal wear and tear excepted.

ARTICLE 30 SURVIVAL

Articles 4, 11, 15, 19, 24, 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 31 DEBARMENT AND SUSPENSION CERTIFICATION

Contractor 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; violation of federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or 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; violation of

federal or state anti-trust statutes or 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 transaction (federal, state or local) terminated for cause or default.

ARTICLE 32 SPECIAL TERMS AND CONDITIONS

It is understood and agreed by the parties to this Agreement that there are no special terms and conditions.

ARTICLE 33 COMPLIANCE WITH ENTERPRISE SECURITY POLICY

Contractor and Customer understand and agree that all products and services provided by Contractor 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 Contractor 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 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.

ARTICLE 35 CHANGE ORDER RATE AND PROCEDURE

35.1 It is understood that the State may, at any time by a written order, make changes in the scope of the project. No changes in scope are to be conducted or performed by the Contractor except by the express written approval of the State. The Contractor shall be obligated to perform all changes requested by the Customer, which have no price or schedule effect.

35.2 The Contractor shall have no obligation to proceed with any change that has a price or schedule effect until the parties have mutually agreed in writing thereto. Neither the State nor the Contractor shall be obligated to execute such a change order; and if no such change order is executed, the Contractor shall not be obliged or authorized to perform services beyond the scope of this Agreement and the contract documents. All executed change orders shall be incorporated into previously defined deliverables.

35.3 With respect to any change orders issued in accordance with this Article, the Contractor shall be compensated for work performed under a change order according to the hourly change order rate of **\$INSERT AMOUNT**. If there is a service that is not defined in the change order rate, the Contractor and the State will negotiate the rate. The Contractor agrees that this change order rate shall be a "fully loaded" rate, that is, it includes the cost of all materials, travel expenses, per diem, and all other expenses and

incidentals incurred by the Contractor in the performance of the change order. The Contractor shall invoice the Customer upon acceptance by the Customer of all work documented in the change order, and the Customer shall pay invoice amounts on the terms set forth in this Agreement. The Contractor acknowledges and agrees that the fully-loaded change order hourly rates in Exhibit A must remain valid for the duration of the Agreement, with annual increases not to exceed the lesser of a five percent increase or an increase in the consumer price index, all Urban Consumer U.S. City Average (C.P.I.-U).

35.4 Upon agreement of the parties to enter into a change order, the parties will execute such a change order setting forth in reasonable detail the work to be performed thereunder, the revisions necessary to the specifications or performance schedules of any affected project work plan, and the estimated number of professional services hours that will be necessary to implement the work contemplated therein. The price of the work to be performed under any change order will be determined based upon the change order rate; however, the change order will be issued for a total fixed dollar amount and may not be exceeded regardless of the number of hours actually expended by the Contractor to complete the work required by that change order. The project work plan will be revised as necessary.

35.5 The Contractor will include in the progress reports delivered under this Agreement, the status of work performed under all then current change orders.

35.6 In the event the Contractor and the State enter into a change order which increases or decreases the time required for the performance of any part of the work under this Agreement, the Contractor shall submit to the Customer a revised version of the project work plan, clearly indicating all changes, at least five (5) working days prior to implementing any such changes.

35.7 The Customer shall promptly review all revised project work plans submitted under this Agreement, and shall notify the Contractor of its approval or disapproval, in whole or in part, of the proposed revisions, stating with particularity all grounds for any disapproval, within ten (10) working days of receiving the revisions from the Contractor. If the Customer fails to respond in such time period or any extension thereof, the Customer shall be deemed to have approved the revised project work plan.



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

Mississippi Department of Child Protection Services

INSERT VENDOR NAME

By: _____

By: _____

Authorized Signature

Authorized Signature

Printed Name: _____

Printed Name: _____

Title: Commissioner

Title: _____

Date: _____

Date: _____

Mississippi Department of Child Protection Services

By: _____

Authorized Signature

Printed Name: _____

Title: Deputy Commissioner

Date: _____

EXHIBIT A

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
4. 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.
5. 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.

Appendix E: 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 - 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).

Authorized Official's Typed Name/Title

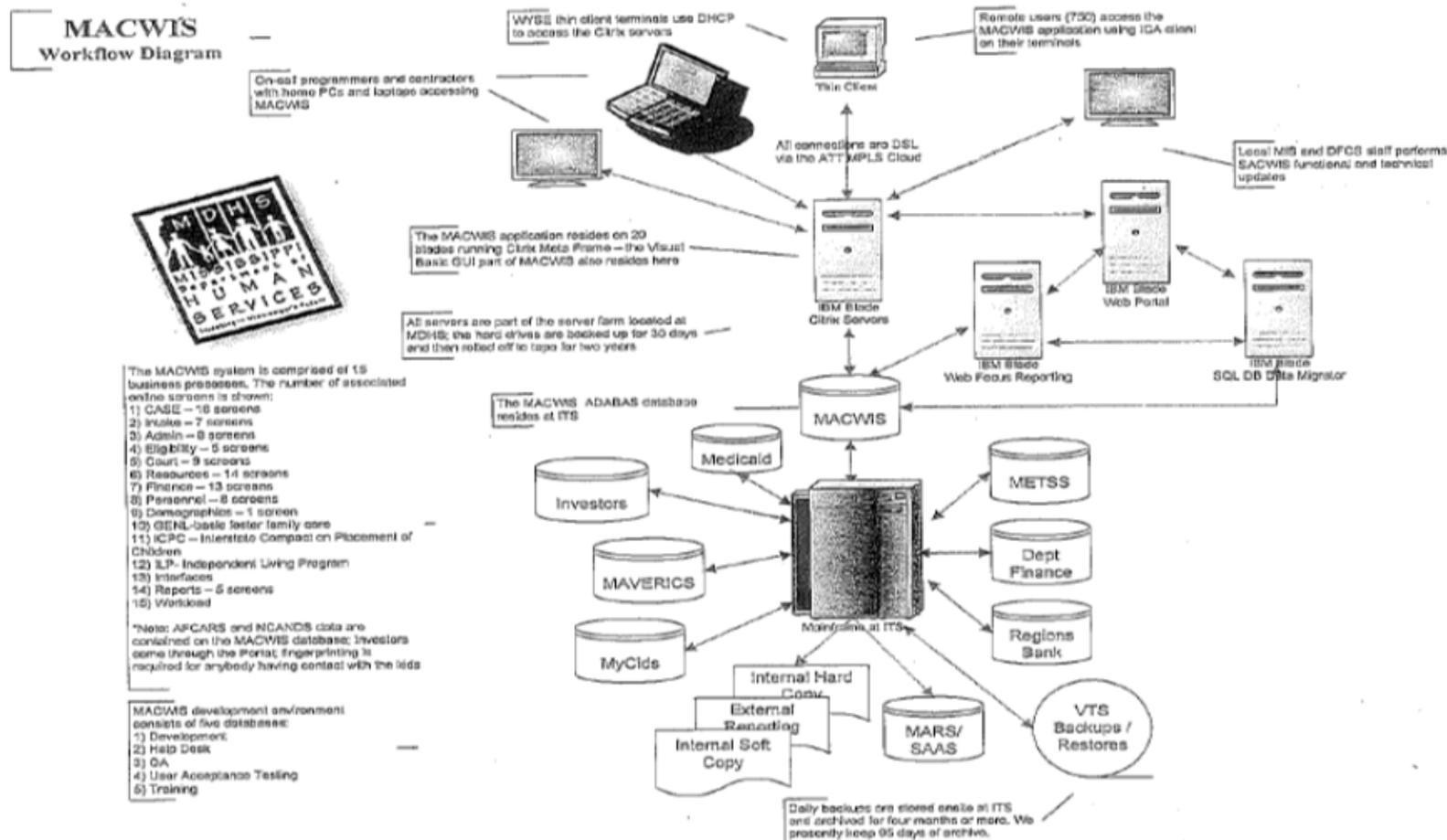
Signature of Authorized Official

Date

Witness

Witness

Appendix G: WORKFLOW DIAGRAM



Appendix H: Statement of Confidentiality

By signing this Statement of Confidentiality, I hereby acknowledge that all data, documents, notes, and other materials collected, prepared, or otherwise obtained by **< Contractor name >** and the **<project name/description >** and the **<project name >** project contract with Mississippi Department of Child Protection Services (MDCPS), is the property of MDCPS. I further understand and acknowledge that I am prohibited from sharing, distributing, or otherwise disclosing such information and/or materials to third parties without the specific written consent of MDCPS, **and pursuant to Mississippi law (Mississippi Code 43-21-257, et seq.) and/or the Health Insurance Portability and Accountability Act of 1996 (HIPAA).**

Signature

Date