



STATE OF MISSISSIPPI
Phil Bryant, Governor

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

Request for Proposal (RFP)

RFP Number: 18-003	RFP Response Due Date and Time: Wednesday, October 26, 2017 3:00 p.m. Central Time
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RFP Advertisement: For the acquisition of a Technical Analyst/Consultant to provide assessment services 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	Mark <u>Envelope/Label</u> with: RFP Number: 18-003 RFP Response Due Date: October 26, 2017 Attention: Ashley Butts
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Direct Inquiries to:
MDCPS Contact: Ashley Butts
Telephone: 601-359-4967
Email: Ashley.Butts@mdcps.ms.gov

Proposal Binding Signature and Contact Information

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

Name		Phone #
Address		Fax #
		E-mail

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

_____/_____
Original signature of Officer in Bind of Company/Date

Name (typed or printed) _____

Title _____

Company name _____

Physical address _____

State of Incorporation _____

Tax I.D. #: _____

DUNS #: _____

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

Contents

Proposal Binding Signature and Contact Information2

1. Introduction and Overview5

1.1. Purpose 5

1.2. Background 5

1.3. Contract Award 5

1.4. Contract Term 6

1.5. Definitions 6

2. Project Schedule.....7

3. Administrative Requirements: Instructions for Submitting a Proposal8

3.1. Communications with Staff 8

3.2. Delivery of Vendor’s Response 8

3.3. Proposal Exception..... 8

3.4. Response Format Requirements..... 8

3.5. Item-by-Item Response..... 9

3.6. Written Amendments or Clarifications to RFP 10

4. Procurement Rules11

4.1. RFP Policies and Procedures 11

4.2. Proposal Bond Information 12

4.3. Performance Bond Information/Irrevocable Bank Letter of Credit 12

4.4. Debriefing..... 12

4.5. Protests 12

4.6. Pricing Guarantee..... 13

4.7. Shipping Charges..... 13

4.8. Non-Disclosure of Social Security Numbers 13

4.9. Disclosure or Proposal Information 13

4.10. Conflict of Interest 13

5. Vendor Payment Information.....16

5.1. MS Accountability for Government Information and Collaboration (MAGIC) Code..... 16

5.2. Requirement for Electronic Payment and invoicing..... 16

5.3. Minority Vendor Self-Certification Form 16

6. Technical Specifications17

6.1.	Item-by-Item Response Required	17
6.2.	Statements of Understanding Specific to this Project	17
6.3.	Requirements for Providing Professional Services Experience.....	17
6.4.	Professional Services Requirements	18
6.5.	Resumes	20
6.6.	Professional References.....	20
7.	Vendor Qualifications	21
7.1.	Item-by-Item Response Required	21
7.2.	Company Profile.....	21
7.3.	Pending Legal Actions	21
7.4.	Place Order To Address and Remit To Address.....	21
8.	Cost Proposal	22
8.1.	Content.....	22
8.2.	Rate	22
8.3.	Duration of Contract.....	22
9.	Scoring Methodology.....	22
9.1.	Category and Percentage Summary.....	22
9.2.	Evaluation Four (4) Stages.....	22
9.3.	On-site Demonstrations	23
10.	References	23
	Appendices	24
	Appendix A: Proposal Exception Summary Form and Instructions.....	25
	Appendix B: Reference Forms and Instructions	26
	Appendix C: Cost Information Form	29
	Appendix D: Sample Contract	30
	Appendix E: Federal Debarment Verification.....	50
	Appendix F: Proprietary Information	51
	Appendix G: Statement of Confidentiality	52

1. Introduction and Overview

1.1. Purpose

Through the issuance of RFP No. 18-003, the Mississippi Department of Child Protection Services (MDCPS) is seeking to acquire the services of a technical analyst. The proposed services will be used to assist current staff in identifying the needed improvements in assessing compliance with procedural requirements stipulated by the United States Department of Health and Human Services (HHS) to review State Child and Family Services Programs to ensure conformity with the requirements in Titles IV-B and IV-E of the SSA. In addition, these services will be used to assist with the development and implementation of the new Comprehensive Child Welfare Information System (CCWIS) for the agency.

1.2. Background

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

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

MACWIS is now at the end of its life cycle and MDCPS is in need of a replacement system. MDCPS is in need of a replacement system that includes case management functionality capable of handling large volumes of record keeping, which has reporting and interface capability with other entities, and is aligned with the Mississippi Child Welfare Practice Model. MDCPS has begun the process of developing and implementing a solution that will also allow for the introduction of new technologies, enabling staff to effectively manage job tasks and adapt to constant changes in technology, regulations and requirements.

MDCPS is now seeking to acquire the services of a technical analyst to assist with assessing compliance with requirements while transitioning from MACWIS, and providing assistance to ensure that the new CCWIS system's functional requirements are compliant.

Contract Award

- 1.2.1. **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.
- 1.2.2. **Multiple or Single Awards.** MDCPS reserves the right to make multiple awards.
- 1.2.3. **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.

- 1.2.4. **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.
 - 1.2.5. **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.
- 1.3. **Contract Term**
- 1.3.1. **Initial Period.** The term of the contract shall be for two (2) years from date of signing.
 - 1.3.2. **Renewal Period.** The contract shall be renewable for two (2) additional terms as agreed upon by the parties.
- 1.4. **Definitions**
- 1.4.1. **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.
 - 1.4.2. **Acronyms and Glossary.** A general list of acronyms and/or glossary items used in the RFP is attached as Appendix D.

2. Project Schedule

Task	Date	Time
First Advertisement Date	10/3/17	
Second Advertisement Date	10/10/17	
Deadline for Submission of Vendor’s Written Questions	10/12/17	3:00 p.m.
Questions and Answers Released by	10/17/17	
Proposals Due No Later Than	10/26/17	3:00 p.m.
Proposal Evaluation Begins	10/27/17	
Contract Negotiations Begin	11/03/17	
Estimated Project Start Date	12/01/17	

3. Administrative Requirements: Instructions for Submitting a Proposal

3.1. Communications with Staff

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

3.2. Delivery of Vendor's Response

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

3.3. Proposal Exception

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

3.4. Response Format Requirements

- 3.4.1. **Original Signatures Required.** Original signatures are required on one copy of the Submission Cover Sheet.
- 3.4.2. **Number of Copies Required.**
 - 3.4.2.1. The Vendor is required to submit one clearly marked original response, four (4) and an electronic copy of the complete proposal, including all sections and attachments. Each original or copy must be in a separate 3-ring binder.
 - 3.4.2.2. Vendor must label the front and spine of the three-ring loose-leaf binder(s) with the Vendor name and RFP number.
 - 3.4.2.3. The Vendor's original submission must be clearly identified as the original.
- 3.4.3. **Sealed Proposal.** To prevent opening by unauthorized individuals, all copies of the proposal must be sealed in the package. A label containing the information on the RFP cover page must be clearly typed and affixed to the package in a clearly visible location.
- 3.4.4. **Pagination, Order, and Tabs.**
 - 3.4.4.1. Vendor must number each page of the proposal.
 - 3.4.4.2. Vendor must respond to the sections and exhibits in the same order as the RFP.
 - 3.4.4.3. Vendor must label and tab the response to each section and exhibit, using the corresponding headings from the RFP.
- 3.4.5. **Maintain Original RFP Text.** The Vendor may intersperse their response following each RFP specification but must not otherwise alter or re-type any of the original text of this RFP. If the State determines that the Vendor has altered any language in the original RFP, the State may, in its sole discretion, disqualify the Vendor from further consideration. The RFP issued by MDCPS is the official version and will supersede any conflicting RFP language submitted by the Vendor.
- 3.4.6. **Items that must be included in proposal response.**
 - 3.4.6.1. Proposal Binding and Contact Sheet, signed and dated
 - 3.4.6.2. Proposal Bond, if applicable
 - 3.4.6.3. Proposal Exception Form, if applicable (Appendix A)
 - 3.4.6.4. Item-by-Item response to Technical Specifications
 - 3.4.6.5. Item-by-Item response to Vendor Qualifications
 - 3.4.6.6. References (Appendix B)
 - 3.4.6.7. Vendor response to Cost Proposal (Item 8 and Appendix C)
 - 3.4.6.8. E-verify Certificate (See Item 4.11.14)
 - 3.4.6.9. Insurance certificates (See Article 20 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 rejected at the State's sole discretions.
- 4.1.3. **Additional Clarification.** The State reserves the right to request additional clarification for item included in the Vendor's proposal. Failure to respond as requested may result in disqualification of the Vendor's proposal.
- 4.1.4. **Prices Changes during Award or Renewal Period.** Price increases will not be accepted during the award period or the renewal period, unless stipulated in the contract. MDCPS will take advantage of any price decreases.
- 4.1.5. **Proposal as Property of the State of Mississippi.** All written proposal material becomes the property of the State of Mississippi upon opening.
- 4.1.6. **Restriction on Advertising.** The Vendor must receive written approval from the State before publicizing the award of the contract of the product or services being provided, and shall in no way construe or convey the assumption that the State endorses the product of service being provided.
- 4.1.7. **Best and Final Offers.** The State reserves the right to solicit written Best and Final Offers (BAFOs) from Vendors, mainly in situations in which proposal costs exceed available funding or the State believes none of the competing proposals presents lowest and best proposal opportunity. The State may reject all proposals entirely then issue a BAFO for a new proposal, or request a BAFO for a specified section(s) of the proposal.
- 4.1.8. **Prime Contractor.** The selected Vendor will be designated the prime contractor in the proposal, and as such, shall be solely responsible for all products/services offered in the proposal and for the fulfillment of the contract with the State.
- 4.1.9. **Requirements for Projects Involving Sub-Contractors.** The Vendor will be responsible for the behavior of all its employees and subcontractors while on the premises engaged in work for MDCPS. Any Vendor employee or subcontractor acting in a manner determined by the administration of MDCPS to be detrimental, abusive, or offensive to any of the staff of will be asked to leave the premises and can be suspended from further work on the premises.
- 4.1.10. **Approval of Subcontractors.** Unless provided in the contract, the Vendor shall not contract with any other party for furnishing any of the contracted work or services without the consent, guidance, and written approval of the State. MDCPS reserves the right of refusal and the right to request replacement of a subcontractor because of unacceptable work or conduct.

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

The Vendor is not required to include a Proposal Bond with the Vendor's RFP proposal.
- 4.3. [Performance Bond Information/Irrevocable Bank Letter of Credit](#)

The Vendor is not required to include a Performance Bond with the Vendor's RFP proposal.
- 4.4. [Debriefing](#)

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

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

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

4.6. [Pricing Guarantee](#)

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

4.7. [Shipping Charges](#)

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

4.8. [Non-Disclosure of Social Security Numbers](#)

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

4.9. [Disclosure of 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.

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

5.2. Requirement for Electronic Payment and invoicing

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

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

5.3. Minority Vendor Self-Certification Form

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

http://www.mississippi.org/assets/docs/minority/minority_vendor_selfcertform.pdf.

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 section (6. Technical Specifications), as described in Item 3, Administrative Requirements.

6.2. Statements of Understanding Specific to this Project

- 6.2.1. Vendors with questions related to the requirements contained in this RFP must deliver a written document using the following Guidelines:
 - 6.2.1.1. Must deliver to Ashley Butts by October 12, 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 number of contract hours will not exceed 1,240 hours per year for a full-time position. The State reserves the right to extend the contract for additional term(s).
- 6.2.3. Full-time Individual(s) will be required to work on-site at MDCPS, located at 700 North Street, Jackson, MS 39202, an average of 40 hours-per-week during normal business hours (Monday – Friday, 8:00 a.m. – 5:00 p.m.).
- 6.2.4. Individual(s) may occasionally be required to work outside of these normal business hours. All work must be performed onsite unless the individual is “On-Call”, working overtime, or on “special assignment” outside of the main office building.
- 6.2.5. The State acknowledges that the specifications in this RFP are not comprehensive. Rather, they reflect the known requirements that must be met by the proposed system. Vendors must specify any additional components that may be needed and are proposed in order to complete each configuration. The Vendor must also provide details how/why the components are required.
- 6.2.6. 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.

6.3. Instructions for Providing Professional Services Experience

- 6.3.1 The Vendor must list the amount of experience in months only (e.g., 26 months – not 2 years, 2 months) for each specification. Proposed individuals not meeting the minimum requirements described in the specifications may be eliminated from consideration.
- 6.3.2 The Vendor must provide a narrative description of how each qualification and experience requirement is met. Proposed individuals not meeting the requirements in

Item 6.4 below may be eliminated from consideration. **NOTE:** The resume will not be used to determine if the requirement is met.

- 6.3.3 The Vendor must also identify the company and/or project with which the experience was obtained. If multiple projects are being described in the detail for a specific requirement, then each project and the number of months should be clearly identified; and
- 6.3.4 The experience listed must be verifiable by reference checks, directly or indirectly. Experience listed that cannot be verified will not count toward the minimum requirement.

6.4. Professional Services Requirements for the Technical Analyst/Consultant

6.4.1. Scope of Work – will include at minimum the following:

6.4.1.1. Perform a systemic assessment of the current Mississippi Automated Child Welfare Information System (MACWIS) to provide detailed requirements for enhancements to the system to comply with the Modified Settlement Agreement (MSA) for the Olivia Y lawsuit. This will include, but is not limited to, the following items:

- 6.4.1.1.1. Assist with providing accurate and timely reports to MDCPS for review and monitoring by the State Office and Regional Staff;
- 6.4.1.1.2. Assist with the development of requirements for modifications to existing reports as deemed appropriate by MDCPS, Olivia Y Plaintiffs, the Court Monitor and Public Catalyst;
- 6.4.1.1.3. Provide support to the new MACWIS Validation Unit (MVU) for reports validation, as needed;
- 6.4.1.1.4. Provide support to MDCPS management and users specific to work load reports, as needed.

6.4.1.2. Work with the MDCPS CCWIS Project Team (state staff, consultant(s), and vendor(s) to develop the new CCWIS. This will include, but is not limited to, the following items:

- 6.4.1.2.1. Assist with determining the scope and priority of the new CCWIS modules to be developed.
- 6.4.1.2.2. Assist with the assessment of Commercial off the Shelf (COTS) and other state CCWIS modules (i.e., Financial; Eligibility; etc.), for consideration and possible use as a module in the new CCWIS.
- 6.4.1.2.3. Assist with the assessment of alternative business practices/best practices in use by other states (i.e., workload management, resource management, person management; etc.).
- 6.4.1.2.4. Assist with the development of narratives, epics and user stories for the new CCWIS modules, which will be included in the Letter of Configuration (LOC) procurement document(s) for agile development vendor consideration and response.
- 6.4.1.2.5. Assist with the review of LOC responses from Agile Development Vendor(s)

- 6.4.1.2.6. Assist with the design and development of the new CCWIS modules.
 - 6.4.1.2.7. Ensure the new CCWIS contains all federally required data elements in support of the Adoption and Foster Care Analysis and Reporting System (AFCARS), the National Child Abuse and Neglect Data System (NCANDS) and the National Youth in Transition Database (NYTD).
 - 6.4.1.2.8. Ensure the new CCWIS contains all required data elements in support of the reporting needs of the Olivia Y lawsuit MSA.
 - 6.4.1.2.9. Assist with determining the conversion approach and plan to convert current legacy system data (MACWIS and other stand-alone systems) into new CCWIS.
 - 6.4.1.2.10. Provide lessons learned from the design, development, user acceptance testing, pilot and implementation of the current legacy system (MACWIS).
 - 6.4.1.2.11. Assist with new CCWIS module testing.
 - 6.4.1.2.12. Assist with a pilot of the new CCWIS modules.
 - 6.4.1.2.13. Assist with the development and implementation of a document-content management solution as part of the new CCWIS, including the development of workflow.
 - 6.4.1.2.14. Assist with the development of training outlines/materials for the new CCWIS modules.
- 6.4.1.3. Report activities completed related to the current legacy system; MACWIS
- 6.4.1.4. Report activities completed related to the new CCWIS and all consultation or other work involving the new CCWIS.
- 6.4.1.5. Other activities that may be assigned.
- 6.4.2. Qualification and Experience Requirements – Vendor’s response to requirements 6.4.2.1 through 6.4.2.4 below must be provided based on the instructions in Item 6.3.3 above:
- 6.4.2.1. Must provide a minimum of five years (60 months) working with projects of similar size, complexity, and scope that the proposed consultant has performed successfully;
 - 6.4.2.2. Must have a minimum of three years (36 months) of experience working with child welfare information system requirements and/or with social services related applications;
 - 6.4.2.3. Must have a minimum of three years (36 months) of experience working as a technical consultant on government (federal, state or local) information technology (IT) projects;
 - 6.4.2.4. Must have experience with assessment tools. Vendor must provide the name of the tool(s) used for a project(s) within the last five years. Vendor must describe

this project in detail including the duties performed utilizing these assessment tools.

6.4.2.5. Must have a Bachelors' degree from an accredited four-year college or university in computer science, data processing, information systems, business administration, or a related field. Vendor must list all degrees and the college/university from which degree(s) was received.

6.4.2.6. Must provide a list of all relevant training and certifications held.

6.4.3. Other Qualification Requirements+

6.4.3.1. Must have the ability to communicate well with teams;

6.4.3.2. Must have the ability to effectively communicate in English verbally and in writing;

6.4.3.3. Must be able to work under pressure and meet deadlines;

6.4.3.4. Must have the ability to interact with functional users and technical staff regarding business and information technology needs;

6.4.3.5. Must have analytical abilities; and

6.4.3.6. Must be able to listen and solve problems.

6.5. **Resumes.** The Vendor must provide resumes for each proposed individual. Proposals received without resumes may be eliminated from consideration. Resumes must reflect qualifications and recent experience relevant to the scope of the work indicated in this RFP. The description of experience must include:

6.5.1. Specific responsibilities of Vendor personnel;

6.5.2. The number of years of their experience;

6.5.3. Month/year ranges for experience;

6.5.4. Experience relating to the requirements identified in 6.4 above;

6.5.5. Listing of relevant projects with customer names, time periods and brief description of project scope; and

6.5.6. Educational background.

6.6. **Professional References.** 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. References that are no longer in business cannot be used. Inability to reach the reference will result in that reference being considered non-responsive. MDCPS reserves the right to request information about the Vendor from any previous customer of the Vendor of whom MDCPS is aware, even if that customer is not included in the Vendor's list of references. Resumes should list the following information for each project reference provided by individual:

6.6.1. Company Name;

6.6.2. Immediate Supervisor's Name;

6.6.3. Immediate Supervisor's Title;

- 6.6.4. Supervisor's Telephone Number;
- 6.6.5. Supervisor's E-mail address;
- 6.6.6. Brief description of the project;
- 6.6.7. Duration of Project; and
- 6.6.8. Individual's role in the project.

6.7. Consultation

- 6.7.1. A telephone number must be included for each individual proposed so the individual can be contacted for a telephone consultation. The State is willing to pay toll charges in the continental United States. The Vendor must arrange a toll-free number for all other calls. MDCPS will work with the Vendor to set up a date and time for the consultation; however, MDCPS must be able to contact the individual directly.
- 6.7.2. Individuals scoring less than 75% of the consultation points may be eliminated from further consideration.
- 6.7.3. Proposed individuals may be required to attend an on-site consultation with MDCPS. All costs associated with the on-site consultation will be the responsibility of the Vendor. Individual(s) proposed must be available for an on-site consultation with a seven (7)-calendar day notice from MDCPS.

7. Vendor Qualifications

7.1. Item-by-Item Response Required

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

7.2. Company Profile

Vendor must provide the following organizational information:

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

7.3. Pending Legal Actions

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

7.4. Place Order To Address and Remit To Address

- 7.4.1. Vendor must specify the ordering address in response to this item.
- 7.4.2. Vendor must specify the remit address in response to this item.

8. Cost Proposal

8.1. Content

The cost information must consist of an hourly rate for each staff proposed for the initial 2-year period and two (2) additional optional terms (if desired by the State).

8.2. Rate

The Vendor must propose a fully loaded unit rate, including travel, to do at least 80% of all work on-site at MDCPS in Jackson, MS. All travel, subsistence and any related project expenses must be included in this unit rate. No additional costs will be added to the monthly invoices for such expenses.

8.3. Duration of Contract

The number of hours worked per proposed staff shall not exceed 1,240 hours annually.

9. Scoring Methodology

9.1. Category and Percentage Summary

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

Category	Percentage	
Proposal Categories:		
Qualifications and Experience	50%	
Consultation/Presentation	15%	
Total (Proposal Categories Percentage)	65%	
Cost	35%	
Total (Cost and Proposal Categories)	100%	

9.2. Evaluation Four (4) Stages

The evaluation will be conducted in four stages as follows:

- 9.2.1. **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.
- 9.2.2. **Stage 2 – Proposal Evaluation (all requirements excluding cost)**
- 9.2.2.1. Scores will be determined for each item using the proposal categories listed in the table above.
- 9.2.2.2. Proposals meeting fewer than 80% of the requirements for the proposal categories listed above may be eliminated from further consideration.
- 9.2.3. **Stage 3 – Cost Evaluation**
- 9.2.3.1. Scores will be assigned using the following formula:
$$(1 - ((P - L) / L)) * C$$

Legend:
L= Total lifecycle cost of lowest valid proposal
P= Total lifecycle cost of proposal being scored
C= Percentage assigned to cost from the table above
- 9.2.3.2. Proposals with total lifecycle cost that is at least twice the lifecycle cost for the lowest proposal meeting specifications will receive a score of 0 for cost.
- 9.2.4. **Stage 4 – Selection of the successful Vendor**
Final Quantitative Evaluation - Following any requested presentations at MDCPS's discretion, the Evaluation Team will re-evaluate any technical scores as necessary. The technical and cost scores will then be combined to determine the Vendor's final score.
- 9.3. **On-site Demonstrations**
- 9.3.1. 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.
- 9.3.2. 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.

10. 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 and Exhibits

Appendix E: Federal Debarment Verification Requirement

Appendix F: Proprietary Use Form

Appendix G: Statement of Confidentiality

Appendix A: Proposal Exception Summary Form and Instructions

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

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

RFP Item Number	Brief Explanation of Exception	Vendor Proposed Alternative

Appendix B: Reference Forms and Instructions

Vendor must identify three (3) related projects in size, complexity, scope, and technical environment in which the Vendor provided similar technical support services. 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	
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	
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	
Name of Contact	
Contact's Position	
Contact's Company Address	
Contact's Phone Number	
Contact's Email Address	
Project Scope	
Project Time Frame	
Vendor's Project Participant	
Participant's Role in Project	

Appendix C: Cost Information Form

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

FUNCTION	NAME	UNIT 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 Technology Services; and (2) safeguarding and Reporting Responsibilities for Personally identifiable Information PII.

PROJECT NUMBER 18-003
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 18-003 (hereinafter referred to as “RFP”) requested proposals for the acquisition of a Technical Analyst/Consultant to provide assessment services for the replacement of the Mississippi Automated Child Welfare Information System (MACWIS), 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 December 1, 2017 or the date it is signed by all parties and shall continue until the close of business on November 30, 2019. 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 assign **INSERT NAME** to assist Customer with implementing a Comprehensive Child Welfare Information System 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**. 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. 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: Justice 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 No. 18-003 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.

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 in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.
4. Granting a contractor access to FTI must be preceded by certifying that each individual understands the agency's security policy and procedures for safeguarding IRS information. Contractors must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the agency's files for

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

III. INSPECTION:

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

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

The state agency's employees, contractors, and agents who access, use, or disclose SSA data in a manner or purpose not authorized by the Agreement may be subject to both civil and criminal sanctions pursuant to applicable Federal statutes. The state agency will provide its contractors and agents with copies of the Agreement, related IEAs, and all related attachments before initial disclosure of SSA data to such contractors and agents. Prior to signing the Agreement, and thereafter at SSA's request, the state agency will obtain from its contractors and agents a current list of the employees of such contractors and agents with access to SSA data and provide such lists to SSA.

Contractors of the state agency must adhere to the same security requirements as employees of the state agency. The state agency is responsible for the oversight of its contractors and the contractor's compliance with the security requirements. The state agency must enter into a written agreement with each of its contractors and agents who need SSA data to perform their official duties. Such contractors or agents agree to abide by all relevant Federal laws, restrictions on access, use, disclosure, and the security requirements contained within the state agency's agreement with SSA.

The state agency must provide proof of the contractual agreement with all contractors and agents who encounter SSA-provided information as part of their duties. If the contractor processes, handles, or transmits information provided to the state agency by SSA or has authority to perform on the state agency's behalf, the state agency should clearly state the specific roles and functions of the contractor within the agreement. The state agency will provide SSA written certification that the contractor is meeting the terms of the agreement, including SSA security requirements. The service level agreements with the contractors and agents must contain non-disclosure language as it pertains to SSA-provided information.

The state agency must also require that contractors and agents who will process, handle, or transmit information provided to the state agency by SSA to include language in their signed agreement that obligates the contractor to follow the terms of the state agency's data exchange agreement with SSA. The state agency must also make certain that the contractor and agent's employees receive the same security awareness training as the state agency's employees. The state agency, the contractor, and the agent should maintain awareness-training records for their employees and require the same mandatory annual certification procedures.

SSA requires the state agency to subject the contractor to ongoing security compliance reviews that must meet SSA standards. The state agency will conduct compliance reviews at least triennially commencing no later than three (3) years after the approved initial security certification to SSA. The state agencies will provide SSA with documentation of their recurring compliance reviews of their contractors and agents. The state agencies will provide the documentation to SSA during their scheduled compliance and certification reviews or upon SSA's request.

If the state agency's contractor will be involved with the processing, handling, or transmission of information provided to the EIEP by SSA offsite from the EIEP, the EIEP must have the contractual option to perform onsite reviews of that offsite facility to ensure that the following meet SSA's requirements:

- a) safeguards for sensitive information,
- b) technological safeguards on computer(s) that have access to SSA-provided information,
- c) security controls and measures to prevent, detect, and resolve unauthorized access to, use of, and redisclosure of SSA-provided information, and
- d) continuous monitoring of the EIEP contractors or agent's network infrastructures and assets.

Appendix E: Federal Debarment

**MISSISSIPPI DEPARTMENT OF CHILD PROTECTION SERVICES
 FEDERAL DEBARMENT VERIFICATION FORM**

Please Print Clearly or Type

Subgrantee's/Contractor's Name	
Authorized Official's Name	
DUNS Number	
Address	
Phone Number	
Are you currently registered with www.sam.gov (Respond Yes or No)	
Registration Status (Type Active or Inactive)	
Active Exclusions (Type Yes or No)	

I hereby certify that _____ is not on the list for federal
Subgrantee's Name/Contractor's Name
 debarment on www.sam.gov –System for Award Management.

 Signature of Authorized Official

 Date

**MISSISSIPPI DEPARTMENT OF CHILD PROTECTION SERVICES
 PARTNERSHIP DEBARMENT VERIFICATION FORM**

Please Print Clearly or Type

Subgrantee's/Contractor's Name	
Authorized Official's Name	
DUNS Number	
Address	
Phone Number	

I hereby certify that all entities who are in partnership with MDCPS (subcontractors, subrecipients, et al.) are not on the federal debarment list on www.sam.gov – System for Award Management. Proof of documentation of partnership verification with SAM shall be kept on file and the debarment status shall be checked prior to submission of every contract/subgrant and modification to MDCPS.

 Signature of Authorized Official

 Date

Appendix G: Statement of Confidentiality

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 Human Services (MDHS), is the property of MDHS. 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 MDHS, **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