

**COLLEGE SAVINGS MISSISSIPPI A PROGRAM OF
THE MISSISSIPPI OFFICE OF THE STATE
TREASURER**



**REQUEST FOR PROPOSALS
RFP NUMBER – 310001602**

**THIRD PARTY RECORDS ADMINISTRATOR FOR
MISSISSIPPI PREPAID AFFORDABLE COLLEGE
TUITION FUND**

JANUARY 10, 2019

**THIRD PARTY RECORDS ADMINISTRATOR
REQUEST FOR PROPOSALS**

TABLE OF CONTENTS

<u>Section</u>	<u>Page</u>
I. General Information for Respondents	1
II. Scope of Services	7
III. Additional Information for Respondents	13
IV. Evaluation	22
V. Terms and Conditions	25
Appendix A – Information Data Processing	34
Appendix B – Pricing Schedule	41
Appendix C – Representation Regarding Contingent Fees	42

SECTION I
GENERAL INFORMATION FOR RESPONDENTS

1.1 PURPOSE OF RFP

The Office of the State Treasury (OST), on behalf of the Board of Directors of the College Savings Plans of Mississippi, is soliciting written proposals from qualified Vendors for the purpose of serving as Records Administrator for the Mississippi Prepaid Affordable College Tuition Program (MPACT). MPACT's current contract for records administration services expires June 30, 2019.

1.2 OVERVIEW OF THE MPACT PROGRAM AND RESPONSIBILITIES OF THE RECORDS ADMINISTRATOR

The College Savings Plans of Mississippi Board of Directors is composed of nine (9) voting members. Five board members are appointed by the Governor, one from each of the State's original five congressional districts. The other four *ex-officio* board members are the State Treasurer, the Executive Director of the Department of Finance and Administration, the Commissioner of Higher Education, and the Executive Director of the Community and Junior College Board. There are also four legislative advisors to the Board, two appointed by the Lieutenant Governor and two appointed by the Speaker of the House of Representatives. The Board is responsible for two college savings programs: the Mississippi Prepaid Affordable College Tuition (MPACT) Program and the Mississippi Affordable College Savings (MACS) Program. MPACT and MACS are administered together as a division (Program Office) of the OST, under the administrative authority of the State Treasurer. The combined name for the two programs is the College Savings Plans of Mississippi (CSPM). For purposes of this RFP, the College Savings Plans of Mississippi Board of Directors and the OST will be collectively called "the Board".

The Mississippi Legislature created the MPACT Program in 1996 to assist Mississippians in saving for the tuition cost associated with a college education. The purpose of the Program is to encourage and foster higher education in Mississippi. Financial statement audits have been completed for the fiscal years ended June 30, 1997 through 2018. The Program's statutory authority and purpose are controlled by Sections 37-155-1 to 37-155-27 of the Mississippi Code.

The Board seeks to contract with a single entity to act as the Records Administrator for the Program. MPACT will not contract with more than one primary entity. The Records Administrator shall be the entity designated by MPACT to conduct the daily operations of the Program related to purchaser accounts.

1.3 GLOSSARY OF TERMS

- A. Board - The Board of Directors of the College Savings Plans of Mississippi.
- B. Contract - The document developed as a result of this RFP which shall incorporate, among other provisions, the contents of this RFP and the successful Vendor's proposal to meet the requirements of this RFP.
- C. Contractor - The successful Respondent who is awarded a contract as a result of this RFP.
- D. MPACT - The Mississippi Prepaid Affordable College Tuition Program.
- E. Program - The Mississippi Prepaid Affordable College Tuition Program (MPACT).
- F. Program Office – OST Staff responsible for day to day operations of the MPACT plan.
- G. Purchaser - The Person or Entity meeting the statutory requirements, who purchases an MPACT contract.
- H. Respondent - Any firm, group, or person who submits a proposal to MPACT in response to this RFP (may also be referred to as Vendor).
- I. Proposal - All materials submitted by Respondents in response to this RFP.
- J. RFP - Request for Proposal.
- K. State - The State of Mississippi and its departments, agencies, boards, commissions, officials, consultants and employees.
- L. State Treasurer - The Treasurer of the State of Mississippi.
- M. Qualified Beneficiary - The child meeting the statutory requirements for whom an MPACT contract is purchased.
- N. Award - Award shall be made to the responsible Respondent whose proposal is determined in writing to be the most advantageous to the State taking into consideration price and the evaluation factors set forth in the RFP. No other factors or criteria shall be

used in the evaluation.

1.4 QUESTIONS ABOUT THIS RFP

Questions pertinent to understanding or clarification of this RFP must be submitted via email to:

Emelia Nordan
Director, College Savings Plans and Policy
Office of the State Treasurer
Emelia.Nordan@treasury.ms.gov

If amendments to this RFP are necessary after the closing date for submitting proposals, the revisions will be provided only to those Vendors who have submitted proposals and have met the basic requirements of this RFP. Vendors will then have the opportunity to modify their proposals in conformance with the revisions.

Written responses to any and all questions received from respondents, along with any addendum to the RFP resulting from the questions received, will be sent to all Respondents and posted on the state portal by February 1, 2019, 5:00 PM (CST).

1.5 ACKNOWLEDGEMENT OF AMENDMENTS

Respondents shall acknowledge receipt of any amendment to the RFP by signing and returning the amendment with the proposal, by identifying the amendment number and date in the space provided for this purpose on the amendment form, or by letter. The acknowledgement must be received by the Agency by the time and at the place specified for receipt of amended proposals.

1.6 TIMETABLE

The following time schedule will be strictly adhered to in all actions relative to this procurement:

- A. RFP to be issued on or before January 10, 2019.
- B. Written questions about the RFP shall be received by MPACT no later than January 24, 2019, 3:30 PM (CST).
- C. Written responses to any and all questions received from Respondents, along with any addendum to the RFP resulting from the questions received, will be sent to all

Respondents by February 1, 2019, 5:00 PM (CST).

D. All written proposals are due 3:30 PM (CST) on February 11, 2019. . Any proposals not received by the date and time specified will not be considered. Proposals should be delivered to the address listed in section 3.25.

1.7 PROPOSAL DEADLINE

It is the Vendor's responsibility to assure that its proposal is delivered to MPACT no later than 3:30 PM (CDT) on February 11, 2019. All proposals will be opened at that time. Late proposals will not be accepted and will be returned unopened to the Respondent. Proposals by fax or telephone will not be considered. A proposal may not be altered after the opening.

1.8 NEWS RELEASES

MPACT is the only entity authorized to issue news releases relating to this RFP, its evaluation, and award of any contract and performance thereunder.

1.9 BENEFIT

Any contract resulting from this RFP is for the benefit of the MPACT Program, the participants and qualified beneficiaries of the Program, and the Contractor. Such contract is not for the benefit of any third party or person.

1.10 STANDARD CONTRACT

MPACT reserves the right to incorporate standard State of Mississippi contractual provisions into any agreement executed as a result of this RFP. Appropriate State contract laws, terms, and conditions will apply. The contract will be reviewed by MPACT's legal counsel as to legality of form and compliance with State laws and the terms and conditions of this RFP. Once a final contract is agreed upon, said contract is subject to approval by the State of Mississippi's Public Procurement Review Board before final implementation.

1.11 PERIOD OF CONTRACT

The duration of any contract resulting from this RFP shall be for a period of four (4) years,

with one (1) optional one-year renewal, contingent upon acceptable performance by the Contractor and sufficient monies being appropriated by the State Legislature.

A contract will be awarded to the Vendor whose proposal is determined to be the most advantageous to the State, taking into consideration the price and the evaluation factors set forth in the RFP.

1.12 INVOICING INFORMATION

MPACT cannot prepay for services rendered or goods delivered. Therefore, all invoices must be submitted in arrears. All Respondents must state in their proposal the invoicing interval, i.e., monthly, quarterly, etc. for each category of prices.

1.13 TYPE OF CONTRACT

This contract will be a fixed price contract with payments made upon completion of tasks identified by each component identified within the proposal.

1.14 OWNERSHIP OF MATERIALS

All materials and data produced for MPACT under a contract resulting from this RFP shall be owned by MPACT unless otherwise agreed to in writing by the Board.

1.15 INDEPENDENT CONTRACTOR

Contractor shall, at all times, be regarded as and shall be legally considered an independent Contractor and shall at no time act as an agent for the State. Nothing contained herein shall be deemed or construed by the State, Contractor, or any third party as creating the relationship of principal and agent, master and servant, partners, joint ventures, employer and employee, or any similar such relationship between the State and Contractor. Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any acts of the State or Contractor hereunder creates, or shall be deemed to create a relationship other than the independent relationship of the State and Contractor. Contractor's personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of the State. Neither Contractor nor its employees shall, under any circumstances, be considered servants, agents, or employees of the OST and the OST shall be at no time legally responsible for any negligence or other wrongdoing by Contractor, its servants, agents, or employees. The OST shall not withhold from the contract payments to Contractor any federal or state unemployment taxes, federal or state

income taxes, Social Security tax, or any other amounts for benefits to Contractor. Further, the OST shall not provide to Contractor any insurance coverage or other benefits, including Worker's Compensation, normally provided by the State for its employees.

1.16 SECURITY / NONDISCLOSURE STATEMENT

Notwithstanding any provision to the contrary contained herein, it is recognized that OST is a public agency of the State of Mississippi and is subject to the Mississippi Public Records Act. Miss. Code Ann. §§ 25-61-1 *et seq.* (1972, as amended). If a public records request is made for any information provided to OST pursuant to the agreement, OST shall promptly notify the disclosing party of such request and will respond to the request only in accordance with the procedures and limitations set forth in applicable law. The disclosing party shall promptly institute appropriate legal proceedings to protect its information. No party to the agreement shall be liable to the other party for disclosures of information required by court order or required by law.

SECTION II SCOPE OF SERVICES REQUESTED

2.1 REQUIRED SERVICES

This RFP contemplates that MPACT will contract with the successful Respondent to be the Records Administrator for the MPACT Program and the principal advisor and provider for the following specified services:

2.1.1 APPLICATION PROCESSING

- A. Provide data entry of all information on the application, contract, and other Program documents. Data entry of application information should be double keyed for accuracy.
- B. Review applications for accuracy and completeness. Collect, by telephone, mail, or other necessary means, additional application data when necessary.
- C. Verify applicant's eligibility for participation in the Program. Issue to each eligible applicant all necessary documents, including but not limited to contracts, coupon books, and other documents necessary for full participation in the Program.
- D. Advise each applicant of receipt of application.
- E. Establish a payment schedule for each applicant as allowed by Program guidelines.
- F. Provide a web portal for on-line application submission that allows for payments via credit/debit card and e-check. Respondent must possess and maintain Payment Card Industry (PCI) Level 1 data security standards.

2.1.3 CUSTOMER SERVICE

- A. Provide statewide toll-free telephone facilities to answer participant inquiries. The Respondent shall provide and maintain sufficient staff to field participant telephone calls from 8:00 a.m. to 5:00 p.m. Central Standard Time, Monday through Friday, except for agreed upon holidays and periods of pre-scheduled system maintenance.

- B. Receive, scan and store all incoming documents, including applications and purchaser correspondence.
- C. Generate and mail all required Program correspondence to participants.
- D. Provide a web portal for customer use. The portal should include but not be limited to the following functionality for customers: payment capability via credit/debit card and e-check, ability for customer to complete and submit specified forms, view personal payment history, and view school invoice history. Security credentials must include PCI 1 level data security standards.
- E. Customer service pricing is not included in Appendix B. Customer Service will need to be included as part of the pricing of other modules.

2.1.4 FINANCIAL PROCESSING

- A. Provide for the most convenient mechanism possible for proper billing of participant payments (lump sum payment, periodic payments, etc.) including, but not limited to: payroll deductions, coupon books, payment invoices, and automated payments.
- B. Provide for collection of participant payments via electronic posting from a variety of sources including, but not limited to: lockbox, payroll deductions, ACH.
- C. The Respondent will possess the ability to process incoming rollover payments.
- D. Mail delinquent notices to the contract holders. Provide other collection procedures as necessary.
- E. Provide a system to process efficiently and effectively participant refund payments.
- F. Establish a system to receive online payments for accounts via credit/debit card and e-check. Security credentials must include PCI 1 level data security standards.
- G. Provide lockbox services for accounts remitting payments through physical check. Coordinate with the Program Office to remit payments received in

Jackson, MS.

2.1.5 MATRICULATION SERVICES

Provide a system for matriculation to include the following:

- A. Once a beneficiary reaches the projected enrollment year, the Respondent shall generate a standard matriculation package and send it to the beneficiary of the account. The package shall include a cover letter, as well as the number of credit hours available to such beneficiaries under the options chosen for them. The Respondent shall also include other forms, including Identification Cards, Intent to Enroll, and others as requested by MPACT.
- B. Provide, as requested, information to MPACT and all public, universities, junior colleges and community colleges for the purpose of verifying the eligibility of beneficiaries who intend to matriculate or who have matriculated.
- C. The Respondent shall review invoices received from institutions of higher education for completeness and accuracy of information. The Respondent shall process invoices against edits that check for valid plan pricing, beneficiary, and plan eligibility. The Respondent will calculate the sum of money to be paid in accordance with the provisions of each purchaser's contract (including out-of-state and private institutions). The Respondent shall generate and forward a payment roster to the MPACT Program Office for subsequent payment evaluation. Also, the payment roster shall be transmitted in electronic Comma Separate Values (CSV) format or other formats as requested by the Program Office for final execution in payment through the state accounting system.
- D. Collect and maintain current tuition and mandatory fee charges for each Mississippi public college and university.

2.1.6 PROGRAM REPORTS/ANNUAL STATEMENTS/TAX REPORTING

- A. The Respondent will provide complete reporting for all aspects of the payment issues, MPACT Program including, but not limited to, application processing, payment posting, matriculation, and refunds through final use of program benefits. This includes the Respondent's generation of monthly management, finance, enrollment, and matriculation reports, as well as statistical reports and summaries as requested by MPACT.

- B. Produce and distribute appropriate federal tax forms free of charge to Program participants and provide all required information to the Internal Revenue Service.
- C. Prepare an annual statement for each contract holder indicating, the amount paid into the Program, benefit usage summary, contract expiration date, and remaining benefit hours. Mail an annual statement free of charge to each participant one time per year (January). Include in the mailing of the statement any supplemental material such as newsletters as requested and supplied by MPACT.
- D. Prepare and mail a notice of expiration within six months of expiration date or as designated by the College Savings Board.
- E. Include with the annual mailing of statements a request that participants notify the Records Administrator if changes have occurred - for either the contract purchaser or the beneficiary, in name, address, grade, or other relevant information. Collect any data changes and update all manual and computerized records as is necessary.
- F. Provide a comprehensive annual report to MPACT within 30 days after the end of the year, either fiscal or annual (but not both) as requested by MPACT.

2.1.7 WEB/ONLINE SERVICES

- A. Provide a web portal that will allow colleges and universities to submit invoices electronically as well as verify beneficiary eligibility.
- B. Provide a web portal for customer use. The portal should include but not be limited to the following functionality for customers: payment capability via credit/debit card and e-check, ability for customer to complete and submit specified forms, view personal payment history, and view school invoice history. Security credentials must include PCI Level 1 data security standards.
- C. Provide a web portal for on-line application submission that allows for payments via credit/debit card and e-check. Security credentials must include PCI Level 1 data security standards.

2.1.8 DECONVERSION AND TURNOVER

Respondent shall include in their proposal a turnover plan to facilitate the transfer of system files and records to MPACT at the end of any contract awarded as a result of this RFP should MPACT award a subsequent contract to another Vendor, and the costs to be charged for any such turnover. The turnover plan shall include but not be limited to the following.

- A. The proposed approach to turnover.
- B. Tasks and sub-tasks for turnover.
- C. Schedules for turnover.
- D. Production program and documentation update procedures during takeover.
- E. An estimate of all services required by MPACT or another Contractor to take over the operation of the services being performed under the contract, including number and type of personnel to operate the equipment and perform all servicing functions associated with the contract.

2.1.9 OTHER SERVICES

- A. The Respondent will designate and provide one staff member to be the chief liaison with the MPACT Program Office on all program-related issues.
- B. Establish a mechanism for the most efficient and effective coordination and communication with MPACT, MPACT's actuarial firm, and others as necessary and / or specified by MPACT.
- C. Provide annual audited corporate financial statements to MPACT.
- D. Provide to MPACT an annual audit report of internal control procedures related to the Policies and Procedures of the records operation.
- E. Provide informational data processing services as specified in Appendix A.
- F. Respondent to provide other information that is believed to be pertinent but not specifically asked for elsewhere.

- G. Programing changes must be made from time to time and the Respondent must be willing to work the MPACT to determine what changes need to be made.
- H. Occasionally special projects will need to be completed. It could be a report or anything that could be determined as a one-time expense.
- I. Respondent to provide training and customer service on MPACT accounts and software.
- J. Respondent to coordinate with MPACT Program Office on others matters as necessary.

2.2 EXPERIENCE

- A. Respondent must have at least five (5) years' experience in providing call center, fulfillment and records administration for Internal Revenue Code Section 529 Prepaid Tuition Programs.
- B. Respondent's data security practices must include third-party reviews and or certificates for at least three (3) years.

SECTION III
INFORMATION REQUIRED FROM RESPONDENTS

3.1 MINIMUM INFORMATION TO BE INCLUDED IN THE PROPOSAL

- A. The name of the offeror, the location of the offeror's principal place of business and, if different, the place of performance of the proposed contract;
- B. The age of the offeror's business and average number of employees over a previous period of time, as specified in the Request for Proposal;
- C. The abilities, qualifications, and experience of all persons who would be assigned to provide the required services;
- D. A listing of other contracts under which services similar in scope, size, or discipline to the required services were performed or undertaken within a previous period of time, as specified in the Request for Proposal; and,
- E. A plan giving as much details as is practical explaining how the services will be performed.

3.2 PROPOSAL FORMAT

- A. Each proposal must address in writing each requirement in all sections of this RFP and must be in the same format and sequence as the details presented herein. The requirements stated in this RFP should be considered mandatory unless otherwise stated. Any failure to respond to a specific requirement may be the basis for a Respondent being eliminated from consideration.
- B. The Board reserves the right to accept or reject any and all proposals and/or part thereof and to award the issuing contract in the best interest of MPACT and the State of Mississippi.
- C. Respondents should respond to every section of the RFP with the word "Acknowledged" and every requirement in the Scope of Services (Section II) must be addressed in detail in the proposal.

3.3 SUFFICIENCY OF PROPOSAL

Respondents must submit proposals, which sufficiently addresses each requirement and service outlined in Section II above. The Respondent shall provide information specifically describing their approach to providing each service listed, the manpower which will be devoted and required to fulfill each task, and the proposed schedule of time required to complete each task. Respondent shall identify all employees by name who will participate in this contract and the nature and scope of the duties and responsibilities of each such employee.

MPACT reserves the right to determine which Respondents have met the basic requirements of this RFP, and to determine whether any deviation from the requirements of the specifications, terms, and conditions contained herein is merely minor or technical in nature. The right to accept proposals which deviate in minor, immaterial or technical fashion is also reserved. Only those Respondents who have met the basic requirements of this RFP will be considered. Proposals which have not done so will be rejected. MPACT reserves the right to reject any and all proposals. Failure to meet any of the contractual obligations may result in cancellation of any award.

3.4 FINANCIAL AND FEE INFORMATION

Respondents shall provide copies of the past three years of their financial statements audited by an independent CPA firm showing the financial condition and capital adequacy to provide the required services of this RFP. Current budgets and unaudited financial statements may also be provided. Proposals should include a brief history of the firm, along with any significant developments within the last five years such as changes in ownership, personnel reorganization and staff departures.

All Respondents shall provide detailed price breakdowns for each service to be provided using Appendix B. The proposals should present all pricing data clearly and completely. All charges must be identified, the basis for determining these charges, and how these charges are applied.

3.5 RESPONDENT'S ORGANIZATION AND CREDENTIALS

Proposals must include substantial evidence of the Respondent and its staffs' ability to undertake the services required and outlined in this RFP. Proposals must include the following:

A. Name of each senior staff member or subcontractor (if any) that the firm proposes to use

in fulfilling its responsibilities.

- B. The submission of detailed statements which cite the qualifications of the Respondent as a whole as well as the qualifications of each participating senior staff member within the firm fulfilling their responsibilities hereunder.
- C. Description of the experience of staff, including the number of years, in providing records administration services to prepaid programs specifically.
- D. Organization chart of the firm and indicate the position of each of the above personnel.
- E. Name of person(s) who will be assigned major roles in the fulfillment of the work obligations outlined under Section II and resumes for such should be provided.
- F. Statement of the percentage of time that each person will be available to perform the work under the contract.
- G. Statement of the willingness of the Respondent to provide adequate on-site support as needed and to prepare a policies and procedures manual governing all aspects of the program involving records administration.
- H. Detailed computer capabilities to provide the requirements in Section II and Appendix A.
- I. Names of customers currently using similar skills, services, and products of the Respondent as identified in this RFP. The name of a contact person, title, address, and telephone number for each customer shall also be specified. MPACT reserves the right to contact each reference listed in the Respondent's proposal.
- J. Certification that the Respondent is in compliance with all current contracts.

3.6 QUALITY MANAGEMENT PRACTICES

Each Respondent shall describe its quality management practices and achievements in same. Respondent shall include examples of current quality reporting.

3.7 PRIVACY AND CONFIDENTIALITY OF CONSUMER INFORMATION

Each Respondent shall describe current privacy and confidentiality practices to

maintain consumer protection. This includes adherence to standard and secure computing in transmission of financial and personal data, protection of private and personal information, and procedures that support a secure environment.

“Confidential Information” shall mean: (a) those materials, documents, data, and other information which Contractor has designated in writing as proprietary and confidential; and, (b) all data and information which Contractor acquires as a result of its contact with and efforts on behalf of the customer and any other information designated in writing as confidential by the State. Each party to this agreement agrees to the following:

- (1) to protect all confidential information provided by one party to the other;
- (2) to treat all such confidential information as confidential to the extent that confidential treatment is allowed under state and/or federal law; and,
- (3) except as otherwise required by law, not to publish or disclose such information to any third party without the other party’s written permission;

3.8 COMMUNICATIONS BETWEEN MPACT AND RESPONDENT

Each Respondent shall provide a written statement of the firm's proposed contribution, if any, to the efficient and effective operation of the Program. This contribution shall include online electronic communications between MPACT and the Records Administrator.

3.9 PLAN TO IMPLEMENT SCOPE OF SERVICES

Each Respondent shall provide a written statement of their firms understanding of the services requested herein as well as a detailed written plan outlining how the firm proposes to go about providing services required by Section II.

3.10 USE OF SUBCONTRACTORS

If the Respondent proposes to use one or more subcontractors, the proposal must identify the contemplated subcontractors and must include evidence of each subcontractor's ability to fill its respective duties.

3.11 REGULATORY RESTRICTIONS AND LITIGATION

Each Respondent must describe in detail any past or pending regulatory restrictions,

consent orders, or litigation to which the Respondent's firm or any of its principals, owners, directors, or officers have ever been a party. Proposal must indicate if any principals, owners, directors, or officers have been convicted of a felony. If so, a detailed description of each incident must be included.

3.12 DUPLICATE SOFTWARE AND DATABASE

Each proposal should indicate whether a duplicate set of source programs, load modules, associated documentation, current electronic data, as well as other related software programs and stored databases will be maintained so that these items may be transferred to MPACT in the event the contract is terminated.

3.13 ECONOMY OF PRESENTATION

Each proposal shall be prepared simply and economically providing a straightforward, concise delineation of the Respondent's capabilities to satisfy the requirement of the RFP. Two or more firms may submit joint proposals to this RFP provided one firm is designated as the Respondent and the other firm(s) is designated as subcontractors to the Respondent.

3.14 DISCUSSIONS

Discussions may be conducted with Respondents who submit proposals determined to be reasonably susceptible of being selected for award, but that proposals may be accepted without such discussions.

3.15 PERFORMANCE BOND

Prior to signing of the contract by the Contractor, the Contractor must provide MPACT with a Performance Bond for fifty percent (50%) of the total contract price as a guarantee for the delivery of services, consisting of a cashier's check, other type of bank certified check, money order, letter of credit from an approved financial institution, or a surety bond issued by a company authorized to do business in the State of Mississippi. In the event that the Contractor fails to deliver or perform to the satisfaction of MPACT during the contract period, MPACT reserves the right to proceed against the Performance Bond and to cancel any contracts or associated agreements without any resulting liability, present or future, to MPACT, its staff or the Board.

3.16 COST OF DEVELOPING AND SUBMITTING PROPOSALS

Neither MPACT, the State Treasurer, the Board, nor the State of Mississippi is liable for any of the costs incurred by a Respondent in preparing or for submitting a proposal in response to this RFP.

3.17 PROPERTY OF MPACT

All proposals become the property of MPACT upon receipt and will not be returned to the Respondent once opened. MPACT has the right to use any and all ideas or adaptations of ideas contained in any proposal received as a result of this RFP. Selection or rejection of the proposal will not affect this right. Proposals become public documents upon submission.

3.18 ACCEPTANCE OF PROPOSAL

The Board reserves the right, in its sole discretion, to waive minor irregularities in proposals. A minor irregularity is a variation of the RFP which does not affect the price of the proposal, or give one party an advantage or benefit not enjoyed by other parties, or adversely impact the interest of the Board. Waivers, when granted, shall in no way modify the RFP requirements or excuse the party from full compliance with the RFP specifications and other contract requirements, if the party is awarded the contract.

3.19 RFP DOES NOT CONSTITUTE ACCEPTANCE OF OFFER

The release of the Request for Proposal does not constitute an acceptance of any offer, nor does such release in any way obligate the Board to execute a contract with any other party. The Board reserves the right to accept, reject, or negotiate any or all offers on the basis of the evaluation criteria contained within this document. The final decision to execute a contract with any party rests solely with the Board.

3.20 PROPOSALS TO BE SIGNED AND SEALED

All proposals must be submitted to MPACT in a sealed envelope. The proposal shall be signed by an officer or agent of the Respondent who is empowered to bind it in a contract. If the proposal is signed by an agent, then written authorizations empowering the agent to bind the Vendor must accompany the proposal.

3.21 FACILITIES

The State may enter a Contractor's place of business to:

- A. Inspect services for acceptance by the State pursuant to the terms of a contract;

- B. Audit cost or pricing data or audit the books and records of any Contractor or subcontractor pursuant to Section 3-602 (Right to Audit Records) of these Regulations; and,
- C. Investigate in connection with an action to debar or suspend a person from consideration for award of contracts pursuant to Section 5-101 (Authority to Debar or Suspend).

Mississippi contracts may provide that the State may inspect services at the Contractor's or subcontractor's facility and perform the tests to determine whether they conform to solicitation requirements or, after award, to contract requirements and are, therefore, acceptable. Such inspections and tests shall be conducted in accordance with the terms of the solicitation and contract.

Inspections or tests shall be performed so as not to unduly delay the work of the Contractor or subcontractor. The presence or absence of an inspector shall not relieve the Contractor or subcontractor from any requirements of the contract.

When an inspection is made in the place of business of a Contractor or subcontractor, such Contractor or subcontractor shall provide without charge all reasonable facilities and assistance for the safety and convenience of the person performing the inspection or testing.

Inspection or testing of services performed at the place of business of any Contractor or subcontractor shall be performed at reasonable times.

3.22 PRIMARY RESPONSIBILITY FOR DELIVERING SERVICES

The Vendor whose proposal is selected by MPACT will be expected to assume immediate responsibility to MPACT for providing the services of Records Administrator. Accordingly, the successful Respondent will be expected to designate a specific person(s) to work with MPACT staff in making certain that all contract terms are strictly observed.

3.23 USE WARRANTY

It will be a requirement of this RFP, any duly issued purchase order, and any contract or other agreement executed between MPACT and the successful Respondent, that the successful Respondent warrants the use of all items and products (including equipment, software, data storage, media, support services, etc.) provided by the Respondent in conjunction with this RFP to function adequately and properly. If necessary, the Contractor shall, at their own expense, correct, repair, or replace all defective work and materials.

3.24 TRADE SECRETS/ PROPRIETARY DATA

Respondents may designate those portions of the proposal which contain trade secrets or other proprietary data which may remain confidential in accordance with Mississippi Code Annotated §25-61-9 and §79-23-1.

3.25 OTHER INSTRUCTIONS

A. Manner of Submission

- i. The respondent shall submit one (1) original and five (5) copies of their response in a sealed package. The respondent should also include one CD or external Drive containing a copy of all documents submitted. The CD or external drive should be in Word or PDF Format and should be labeled with respondent's name. Submissions must be received by mail or delivery – faxes and e-mail copies are not permitted. The following contact information should be used for the submission of proposals.

Office of the State Treasurer
Attn: Johanna Beeland
501 North West Street, Suite 1101
Jackson, Mississippi 39201

- ii. The proposal should be clearly identified on the outside of the package with the proposing firm's name and return address and the label "Proposal to MPACT Records Administrator RFP – Mailroom to Deliver Unopened". The Office of the State Treasurer of Mississippi is not responsible for the receipt of any proposal that is improperly labeled.
- iii. The OST shall reject any responses received after 3:30 p.m. CST, February 11, 2019.
- iv. Respondents may be requested to provide additional information and/or to clarify contents of their proposal package. Other than information requested by the Board or Evaluation Committee, no respondent will be allowed to alter the proposal or add new information after the final filing date.
- v. The evaluation committee will be scoring the technical and cost criteria blindly.

Respondent should submit their technical and cost data so that it can be separate from the pricing and management information. The technical and cost information should not contain the company name or logo or any identifying symbol or slogan. OST staff will review proposals to ensure all names, logos, slogans, etc. are redacted.

SECTION IV EVALUATION

4.1 PROPOSAL SUBMISSION

Only proposals received on time, in the format required, with the required content will be evaluated by the Evaluation Committee.

4.2 EVALUATION CRITERIA

If a Respondent does not meet all of the requirements set forth in this RFP, the Respondent's proposal will be rejected by the OST as non-responsive. Written proposals and potential oral presentations will be evaluated and judged by the Evaluation Committee based on the following criteria:

- 1) Management – 25%
 - a) History & Experience in Performing the Work – 15%
 - i) Does the offeror document a record of reliability of timely delivery and on-time and on-budget implementation? 3.75 points (3.75%)
 - ii) Does the offeror demonstrate a record of accomplishment of service as evidenced by on-time, on-budget, and contract compliance performance? 3.75 points (3.75%)
 - iii) Does the offeror have industry or program experience? 5.5 points (5.5%)
 - iv) Does the offeror have a record of poor business ethics? 2 points (2%)
 - b) Organization and Resource Availability– 5%
 - i) Availability of in-house and contract resources? 2.5 points (2.5%)
 - ii) To what extent does the offeror rely on in-house resources vs. contracted resources? 2.5 points (2.5%)
 - c) Qualification and experience of personnel – 5%
 - i) Documentation of experience in performing similar work by employees and when appropriate, sub-contractors? 5 points (5%)
- 2) Technical – 30% (blind scoring)
 - a) Methodology and Work Statement – 20%
 - i) How well does the proposed scheduling timeline meet the needs of the soliciting agency? 2.5 points (2.5%)
 - ii) Does the offeror's proposal use innovative technology and techniques? – 5 points (5%)
 - iii) How well does the plan for performing required services meet the needs of the agency 12.5 (12.5%)

- b) Work Plan – 5%
 - i) Is the offeror's proposal complete and responsive to the specific RFP requirements? – 5 points (5%)
- c) Executive Summary/Understanding of Project – 5%
 - i) Does the offeror's proposal demonstrate a clear understanding of the scope of work and related objectives? – 5 points (5%)
- 3) Cost – 10% (blind scoring)
 - a) Assurances of performance – 5%
 - i) If required, are suitable bonds, warranties or guarantees provided? 2.5 points (2.5%)
 - ii) Does the proposal or qualification include quality control and assurance programs? 2.5 points (2.5%)
 - b) Offeror's financial stability and strength – 5%
 - i) Does the offeror have sufficient financial resources to meet its obligations? – 5 points (5%)
- 4) Price submitted on Appendix B. – 35%

4.3 EVALUATION REVIEW PROCESS

- A. OST staff will develop a log of all Respondents and the date and time their proposals were received.
- B. OST staff will open all proposals and determine if proposals are unacceptable or non-responsive, and immediately send written notices to Respondent proposals that fall within these categories explaining why their proposals were categorized as unacceptable or non-responsive.
- C. The Evaluation Committee will review all acceptable proposals and complete an objective evaluation of each proposal.
- D. OST staff will develop the Evaluation Tally Sheet based on Evaluator rankings which will indicate the top highest ranking Respondent.
- E. The top ranking Respondent will be considered a finalist that may be contacted to make oral presentations to the Board. If an oral presentation is required, the Respondent shall include, at a minimum, the following: representative(s) of the Respondent, a person(s) able to answer the Evaluation Committee's questions

regarding the written proposal. The oral presentations, if necessary, are only intended to allow clarification of the written proposals and to enable the Evaluation Committee to ask questions regarding the written proposals, not to make substantive changes to the written proposals.

- F. After the presentation, the Board will choose to award the contract to the finalist or reissue the procurement.
- G. MPACT shall negotiate a contract with the awardee.
- H. If a satisfactory contract cannot be reached, MPACT will contact the second most qualified respondent and request a presentation to the Board.
- I. All Respondents, successful or unsuccessful, may request a post-award Vendor debriefing, in writing, by U.S. mail or electronic submission, to be received by the agency within three (3) business days of notification of the contract award. A Respondent debriefing is a meeting and not a hearing; therefore, legal representation is not required. If a Respondent prefers to have legal representation present, the Respondent must notify the agency and identify its attorney. The agency shall be allowed to 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.
- J. Any actual or prospective respondent or contractor who is aggrieved in connection with this solicitation or the outcome of the RFP may file a protest with the OST. The protest must be submitted within seven (7) calendar days of the award. All protests must be in writing, dated, signed by the respondent or an individual authorized to sign contracts on behalf of the protesting respondent, and contain a statement of the reason(s) for protest, citing the law(s), rule(s) or regulation(s), and/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 respondent must provide facts and evidence to support the protest. A protest is considered filed when received by the OST. Protests filed after the seven (7) calendar days of the award, will not be considered.
- K. However, the Board reserves the right to accept or reject any and all proposals and/or part thereof and to award the issuing contract in the best interest of MPACT and the State of Mississippi. The information submitted by any Respondent will be used by the Board and Evaluation Committee for a technical and cost evaluation. The Board and Evaluation Committee reserves the right to use any other information which it obtains in order to evaluate the proposals and make the award.

SECTION V
TERMS AND CONDITIONS

5.1 GENERAL TERMS

The negotiated contract between MPACT and the successful Respondent shall incorporate this RFP, amendments to this RFP, and the Vendor's proposal as an integral part of the contract. MPACT reserves the right to clarify any contractual relationship in writing and such written clarification shall govern, in case of conflict, with the applicable requirements stated in this RFP.

5.2 CONTENTS OF CONTRACT

The contents of the Respondent's proposal will become contractual obligations if the proposal is accepted. A contract between MPACT and the successful Respondent will also include at least the following provisions:

- A. Applicable Law - The contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws, provisions, and any litigation with respect thereto shall be brought in the courts of the State. The Contractor shall comply with applicable federal and state local laws and regulations.
- B. Availability of Funds - It is expressly understood and agreed that the obligation of the OST to proceed under this agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the Program under which funds were provided or if funds are not otherwise available to the OST, the OST shall have the right upon ten (10) working days written notice to the Contractor, to terminate this agreement without damage, penalty, cost or expenses to the OST of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.
- C. Procurement Regulations - The Contract shall also be governed by the applicable provisions of the Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations, a copy of which is available at 501 North West Street, Suite 701E, Jackson, MS 39201 for inspection, or downloadable at www.DFA.ms.gov.
- D. Compliance With Laws - The contractor understands that the OST is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap,

disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and the contractor agrees during the term of the agreement that the Contractor will strictly adhere to this policy in its employment practices and provision of services. The Contractor shall comply with, and all activities under this agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

E. Stop Work Order -

1. *Stop Work Order* - The OST, may, by written order to the Contractor at any time, and without notice to any surety, require the Contractor to stop all or any part of the work called for by this contract. This order shall be for a specified period not exceeding 90 days after the order is delivered to the Contractor, unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, the Contractor shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the procurement officer shall either:
 - a. cancel the stop work order; or,
 - b. terminate the work covered by such order as provided in the Termination for Default Clause or the Termination for Convenience Clause of this contract.
2. *Cancellation or Expiration of the Order*: If a stop work order issued under this clause is cancelled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the Contractor shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or Contractor price, or both, and the contract shall be modified in writing accordingly, if:
 - a. the stop work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and,
 - b. the Contractor asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage; provided that, if the procurement officer decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this contract.
3. *Termination of Stopped Work*: If a stop work order is not cancelled and the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise.
4. *Adjustments of Price*: Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of this contract.

- F. Representation Regarding Contingent Fees - Respondent represents that it has not retained a person to solicit or secure a state contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except as disclosed in the Contractor's proposal.
- G. Representation Regarding Gratuities - Respondent represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 6-204 (Gratuities) of the Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations.
- H. Acknowledgement of Amendments - Respondents shall acknowledge receipt of any amendment to the solicitation by signing and returning the amendment with the proposal, by identifying the amendment number and date in the space provided for this purpose on the proposal form, or by letter. The acknowledgment must be received by the OST by the time and at the place specified for receipt of proposals.
- I. Certification of Independent Price Determination - The Respondent certifies that the prices submitted in response to the solicitation have been arrived at independently and without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Respondent or competitor relating to those prices, the intention to submit a proposal, or the methods or factors used to calculate the prices proposal.
- J. Prospective Contractor's Representation Regarding Contingent Fees - The Respondent represents as a part of such contractor's proposal that such contractor has/has not retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract.
- K. E-Payment – Contractor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The agency agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies," which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of invoice. Mississippi Code Annotated § 31-7-301, *et seq.*
- L. E-Verification - Contractor represents and warrants that 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. Mississippi Code Annotated § 71-11-1 *et seq.* 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, to provide a copy of each such verification to the State. Contractor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws of these warranties, the breach of which may subject Contractor to the following:

1. 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;
2. 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, both
3. 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.

M. Transparency - This contract, including any accompanying exhibits, attachments, and appendices, is subject to the “Mississippi Public Records Act of 1983,” and its exceptions. See Mississippi Code Annotated §§ 25-61-1 et seq., and Mississippi Code Annotated § 79-23-1. In addition, this contract is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008, Mississippi Code Annotate §§ 27-104-151 et seq. Unless exempted from disclosure due to a court-issued protective order, this contract is required to be posted to the Department of Finance and Administration’s independent agency contract website for public access at <http://www.transparency.mississippi.gov>. Information identified by the Contractor as trade secrets, or other proprietary information including confidential vendor information, or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes will be redacted.

N. Trade Secrets, Commercial and Financial Information – It is express understood that Mississippi law requires that the provisions of this contract which contain the commodities purchased or the personal or professional services provided, the price to be paid, and the term of the contract shall not be deemed to be a trade secret or confidential commercial or financial information and shall be available for examination, copying, or reproduction.

- O. Paymode – Payments made by state agencies using the State’s accounting system shall be made and remittance information provided electronically as directed by the State. These payments shall be deposited into the bank account of the Contractor’s choice. The State, may at its sole discretion, require the Contractor to electronically submit invoices and supporting documentation electronically at any time during the term of this Agreement. Contractor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in the United State currency.
- P. Personnel - A provision whereby MPACT may request replacement of any Respondent personnel believed to be unable to carry out the responsibilities of the contract at any time. MPACT shall have the right to approve the assignment of any Respondent personnel to the Program. The Respondent shall warrant that personnel assigned to perform tasks in proposal to this RFP will remain assigned for the agreed upon length of time and will not be replaced or reassigned except by mutual agreement between the parties.
- Q. Independent Contractor - A provision whereby MPACT and the Respondent represent that they are acting in their individual capacities and not as agents, employees, partners or associates of one another.
- R. Modification of Contract - The Board reserves the right to modify services required during the course of this contract. Such modification may include changing the scope of service and/or any other modifications deemed necessary. Changes in the scope of services may be increased or decreased.
- S. Delegation and/or Assignment - The Contractor shall not delegate any duties under this contract to a subcontractor other than a subcontractor named in the proposal unless the Board has given prior written consent to the delegation. The Contractor may not assign the right to receive money due under the contract without the prior written consent of the Board.
- T. Public Access to Records - All documents, papers, letters, or other materials relating to this contract that are made or received by the Respondent in conjunction with the contract, and which are required by law to be maintained, must be available for public access and for audit purposes for the period of times specified by MPACT after expiration of the contract.
- U. Indemnification - The Contractor shall indemnify and hold harmless the Board and its agents and employees from and against all claims, damages, losses and expenses including attorney’s fees arising out of or resulting from the performance of the work,

which includes all labor, material and equipment required to produce the commodity, construction and/or service required by the contract, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting there from, and (2) is caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them regardless of whether or not it is caused in part by a party indemnified hereunder.

In any and all claims against the Board or any of its agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Indemnification Agreement shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under worker's disability compensation acts, disability benefit acts or other employee benefit acts.

The obligations of the Contractor under this Indemnification Agreement shall not extend to the liability of the Board, its agents, or employees arising out of (1) the preparation or approval of opinions, reports, surveys, designs or specifications, or (2) the giving of or the failure to give directions or instructions by the Board, its agents or employees provided such giving or failure to give is the primary cause of the injury or damage.

- V. Waiver - Failure of either party to this contract to object to or take affirmative action with respect to any conduct of the other which is in violation of the terms of this contract shall not be construed as a waiver of the violation or breach or of any future violation or breach.

- W. No Limitation of Liability - Nothing in this agreement shall be interpreted as excluding or limiting any tort liability of Contractor for harm caused by the intentional or reckless conduct of Contractor or for damages incurred through the negligent performance of duties by Contractor or the delivery of products that are defective due to negligent construction.

- X. Warranties of Respondent - Respondent covenants and warrants as follows:
 - 1. It is lawfully organized and constituted under all federal, state, and local laws, ordinances in other authorities of its domicile, and is otherwise in full

compliance with all legal requirements of its domicile.

2. It is possessed in the legal authority and capacity to enter into and perform this contract.
3. It has been duly authorized to operate and do business, in all places where it will be required to conduct business under this contract; that it has obtained, at no cost to the State of Mississippi, all necessary licenses and permits required in connection with this contract, and that the Respondent will fully comply with all laws, decrees, labor standards, and regulations of its domicile and wherever performance occurs during the contract period.
4. It has no present interest nor, shall acquire any interest which would conflict in any manner with the Respondent's duties and obligations under this contract.
5. The proposal provides all the necessary equipment and software to meet all the requirements and specifications set forth in this RFP; the Respondent will pay the cost of changes and additions, if any, to the software and to the Respondent's equipment that are necessary for the Respondent to meet successfully the provisions of this RFP not satisfied in the original proposal; that the Respondent will pay all programming and conversion costs incurred by MPACT in rendering MPACT's equipment usable and compatible with Respondent's software.
6. The Respondent warrants that no sums or anything of value has been or will be paid directly or indirectly to any officer or employee of the State of Mississippi as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor, or consultant to the Respondent in connection with any work compensated or performed.

Y. General Conditions

1. No provision for automatic renewal or extension of this contract is effective. Any renewal or extension shall be in writing and executed by both parties and first approved by the Mississippi Public Procurement Review Board.
2. Notwithstanding "prior approval" requirements which may be reserved by MPACT and/or its Board under this contract, such requirements do not reserve or mitigate Respondent's ultimate responsibility for holding and guaranteeing the quality and timeliness of work and service to be performed under this contract. Respondent is

solely responsible for performing the records administration specified herein to the satisfaction of MPACT and its Board.

3. MPACT and/or the Board reserve the right unilaterally to modify, reject, cancel, or stop any and all plans scheduled or work in progress.

Y. Ownership of Materials - MPACT owns all materials developed and produced for MPACT, its staff, the Board, and/or the State of Mississippi under this contract.

Z. Audit of Contract Procedures - MPACT reserves the right to audit all Respondent's and subcontractor's procedures using MPACT employees, its designees, or other state agencies as provided by law.

AA. Termination - MPACT reserves the right to terminate the contract, or any part of the contract, resulting from this RFP at its convenience with thirty (30) days' notice to the Contractor. Specific Terms regarding notice will be negotiated with the successful Respondent prior to signing of a contract.

BB. Turnover - At the expiration or termination of the contract, in the event that MPACT chooses another vendor to handle the records administration services, the Contractor shall provide to MPACT in an orderly and usable status:

1. The complete historical and current data files on computer tape or disk compatible with MPACT's computer system or subsequent Contractor's system.
2. All necessary and complete documentation which includes file layouts with data elements, descriptions, usage and other documentation, including but not limited to user and operational manuals needed to maintain the system required by MPACT or the subsequent Contractor to run data acceptance testing.
3. Microfiche, microfilm or other electronic records of the entire current MPACT database as designated by the OST.
4. All hard copy documents being stored for MPACT.
5. Any and all other items in progress.

CC. Termination for Convenience

1. Termination. The procurement officer may, when the interests of the State so require, terminate this contract in whole or in part, for the convenience of the State. The procurement officer shall give written notice of the termination to Contractor specifying the part of the contract terminated and when termination becomes effective.

2. Contractor's Obligations. Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination Contractor will stop work to the extent specified. Contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The procurement officer may direct Contractor to assign Contractor's right, title, and interest under terminated orders or subcontracts to the State. Contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

APPENDIX A INFORMATION DATA PROCESSING

A. CONFIGURATION

The Respondent will be responsible for proposing and providing sufficient hardware and software to support the information systems requirement of MPACT and its Board. The Respondent's configuration of equipment, software, and personnel must be capable of maintaining a database of more than one hundred thousand (100,000) qualified beneficiaries.

The Respondent will submit a written description of the hardware and supporting system software that will support the daily operation of the Program. The description will, at a minimum, include:

1. Configuration schematic showing all hardware and communications networks;
2. All hardware including quantity, model number, manufacturer, and capacity available to support the Program.

B. REMOTE TERMINALS

The Respondent's system must support the use of remote terminals and/or personal computers and printers of MPACT, providing them with the capability of on-line access to the Respondent's database and capability to prepare reports based on this data and to inquire of qualified beneficiaries, schools, and account owners, as needed.

The Respondent will provide MPACT with an on-line inquiry / report generator software package capable of being used in conjunction with MPACT's existing hardware and software.

C. PROVEN SYSTEM

The Respondent must have operationally tested software for supporting records administration programs running on the computer system to be used in fulfilling contracts. The contractor's ability to satisfy this requirement will be determined by the proposal, contact with the referenced clients, and at MPACT's request, a demonstration.

D. ON-LINE ACCESS

Subject to system security requirements and user access restrictions, the Respondent will provide on-line access to the records administration database and reporting for inquiries by MPACT staff. This access will be provided in a means compatible with MPACT's existing hardware and software environment.

Information access must be available by both social security numbers with a cross reference to the name of the qualified beneficiary and to the name of the purchaser. The proposal shall specifically indicate the name access capability.

The on-line access must provide the terminal user with a choice of summary or detail information regarding an individual qualified beneficiary. This applies to all aspects of the Program. In offering this capability, the Respondent must also consider security requirements and potentially differing levels of access. The on-line access capabilities of specific individual's terminals, if any, will require prior authorization by the OST.

E. SYSTEM UP-TIME AND RESPONSE TIME

The Contractor's on-line system will meet, at a minimum, the following standards:

1. The system will be available 95% or better of the total time, as determined by a weekly average of five days, between the hours of 7:00 a.m. and 7:00 pm., Central Time, on weekdays excluding not more than five holidays per contract year.
2. The downtime will not be more than two times per week and no more-than one time per day.
3. The access and response times will be maintained 95% of the time in a range between one and five seconds from the time the enter key or its equivalent is depressed until the requested information appears on the screen.

F. SOFTWARE INSTALLATION AND TRAINING

The Respondent will install all necessary software on equipment in MPACT's office within the time frame agreed upon at the time the contract is signed. The Respondent must provide appropriate on-site training for personnel designated by MPACT regarding use of all software provided by the Respondent. All training must be

accomplished in MPACT's office or by video conference, if authorized by MPACT. The Respondent shall describe, as applicable to the software items:

1. How software deficiencies will be reported by MPACT;
2. The name of the individual(s) responsible for the correction;
3. How new software versions will be provided to MPACT; and
4. The charges, if any, associated with the software maintenance including any one-time and recurring license fees.

G. DATA PROCESSING AND DOCUMENTATION

The response shall include how the Respondent will create and maintain documentation and meet the stated data processing standards. This will include, at a minimum, the following:

1. Description of the application software, including:
 - a. A data element dictionary, including data element names, element numbers, descriptions, formats, program and report cross-references, and other relevant information.
 - b. File layouts and description of all tables, including narrative descriptions, physical attributes, data element lists, sequence/index information, and other relevant information.
2. Methods to collect and report the Program's system usage, response time, downtime, and related computer statistics.
3. Complete description of the Respondent's data processing standards and current documentation practices.

If requested, the Respondent will provide MPACT with a hard copy of the total qualified beneficiary file and any other supporting files it requests on a quarterly basis at the close of the quarters ending on the last day of March, June, September and December and electronic format copies designated by MPACT of this same information with a minimum of one time per year as specified by MPACT.

H. BACKUP AND RECOVERY

The Respondent will develop a written contingency plan for MPACT which:

1. Will identify those resources which require backup and to what extent backup is required. Backup needs (on / off site) will be included for:
 - a. Data Files (including location of files).
 - b. Application and operation system software libraries (including related documentation).
 - c. Procedure and user manuals.
 - d. Data entry, including the ability to handle MPACT.
 - e. Off-site storage of backup operating instructions, procedures, reference files, system documentation, and operations files.
 - f. Procedures for updating off-site materials.
2. Will identify resources of an adequate backup facility where Program operations can be continued in the event of a disaster. The backup facility will be available for transfer of full Program operations within twenty-four hours after the main facilities are unable to perform Program operations.

I. DATA ELEMENT DICTIONARY

MPACT will require a data element dictionary. The dictionary documentation will describe for each data element:

1. A data element number;
2. A unique data element number;
3. Description of the data element with all of the possible values indicated to include edit specifications;
4. The format of the data element;
5. A file cross-reference (a where-used list);

6. The originating source of the data element;
7. The program listing source code name;
8. Programs which update the data element;
9. Report names and numbers which use the data element.

The data dictionary does not have to be included in the response. However, the proposal shall state that the Respondent will provide a data dictionary in compliance with this section upon being awarded the contract.

J. FILE LAYOUT DESCRIPTION

Every file in the Program will be defined. The documentation will include a narrative of the file including the purpose, logical functions, and processing intent. A brief narrative of each logical record and a pictorial display of all logical records will be included. The following items will also be included as appropriate:

1. On-line definition and processing intent;
2. Physical description and retention cycles;
3. Program accessing the file;
4. Backup requirements;
5. List of data elements used;
6. Type of file and sequence of data;
7. Sub-filing.

K. QUERY CAPABILITIES AD HOC ON-LINE INQUIRY / REPORT GENERATOR

MPACT requires the capability to interrogate the databases to conduct ad hoc analyses and to generate resulting reports. At MPACT's request, the Respondent will provide such ad-hoc queries, data analyses, and/or tools with which to perform such analyses. The Contractor's system must offer MPACT the capability of parameter-driven on-line inquiry and a report generation software package. The software must be suitable for MPACT with minimal

support from the Contractor's staff. MPACT is aware that such software packages have the potential for negative impact on the on-line system in such areas as overall response time. The Contractor must discuss:

1. The possible negative impacts of such software and;
2. What MPACT and/or the Contractor should do to minimize such impact.

L. AUDIT TRAIL

The Respondent's software shall provide a complete and accurate reflection of all transactions affecting the Program database(s). This information is necessary to promote the integrity of the database(s) and to facilitate MPACT's efforts to analyze and audit such database(s). The Contractor shall:

1. Describe the nature and capabilities included in the system, and;
2. Describe how these capabilities will support MPACT's management and auditing efforts.

M. SYSTEM SECURITY

The Respondent's response shall describe the physical and System Security Plan to be employed to carry out the functions and responsibilities set forth in this RFP. All Contractor facilities associated with this contract will be addressed in the written Security Plan. Facilities will include, but not be limited to, the computer room, software and data libraries, data preparation area, job entry area, mail room terminals (on/off site), and safe storage vaults (on/off site). The Contractor shall present in the proposal detailed information as to planned level(s) of system security and disaster recovery. Among the potential levels of security the Contractor must address are:

1. Terminal
2. Operator
3. File
4. Data Element

5. Transaction or Function

The Contractor shall also state adherence to standard and secure computing practices including the transmission of financial and personal data, protection of private and personal information, and policies and procedures that support a secure environment.

The Security Plan will become final after contract award, when it is conveyed to pertinent personnel and approved in writing by MPACT.

As part of the security requirements, the Contractor must:

1. Store all original documentation in a fire proof vault, file room or insulated record containers having at least two hour's fire resistance rating;
2. Adhere to the State of Mississippi's Record Retention Policies.
3. Develop controls that prevent the unauthorized access and/or entry of data into the database.

All Contractor computer and record facilities shall be secured so that only authorized persons, including persons designated by MPACT, are permitted entry into these computers facilities.

APPENDIX B
PRICING SCHEDULE FY2020- FY2025*

1. Application Processing _____ per contract
2. Other Processing
 - a. Returned Payments _____ per return item
 - b. Cancellations _____ per cancellation
 - c. Late Fee Charges _____ per occurrence
3. "Interim" (Pre-Matriculation)
 - a. Monthly Payment Plan Type
 - Per Account Status _____ cancelled/expired/depleted
 _____ active
 _____ paid in full
 _____ delinquent
 - Bulk Billing _____ per contract per month for the first 10,000
 monthly payment contracts
 _____ per contract, per month for monthly
 payment contracts over 10,000 but less than 20,000
 _____ per contract per month for monthly payment
 contracts over 20,000
 - b. Paid in Full / Lump Sum _____ per contract, per month
4. Bulk Billing for categories 1-3 _____ per contract, per month
5. Matriculation (In-School) Ongoing Processing _____ per contract, per semester or other school based billing period
6. Programming Changes _____ per hour
 _____ free hours
7. Special Projects _____ per hour
8. Deconversion & Turnover _____

*FY2025 depending on renewal and approval.

Appendix C

**Office of the State Treasurer
Request for Proposals- Records Administrator**

PROSPECTIVE CONTRACTOR'S REPRESENTATION REGARDING CONTINGENT FEES

_____ (Company name) represents that it
HAS / HAS NOT (please circle the appropriate answer) retained any person or agency on a
percentage, commission, or other contingent arrangement to secure this contract.

Signed _____

Print Name _____

Title _____

Date / /
MM DD YY

ATTACHMENTS

- 1.) Copy of MPACT enabling legislation (Sections 37-155-1 to 37-155-27 of the Mississippi Code, as amended).
- 2.) Copy of MPACT's Program Description, Rules, Regulations and Procedures.
- 3.) Copy of MPACT's Master Contract.
- 4.) Copy of MPACT's Disclosure Statement.