

**Mississippi Department of Finance and
Administration**

**OFFICE OF PROCUREMENT AND
CONTRACTS**

**REQUEST FOR PROPOSALS
PROCUREMENT CARD SERVICES**

RFx #: 3160005463

October 7, 2022

Contact information for this request for proposal:

Procurement Card Services RFP
c/o DFA - Office of Procurement and Contracts
501 North West Street
Suite 1301-A Woolfolk Building
Jackson, Mississippi 39201
procurement@dfa.ms.gov

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SECTION 1. INTRODUCTION AND OVERVIEW

1.1 Purpose and Goals

The Mississippi Department of Finance and Administration (DFA) Office of Procurement and Contracts issues this Request for Proposals (RFP) to solicit proposals from qualified, experienced, and responsible Offerors to provide procurement card (P-Card) services to DFA. The selected Offeror (P-Card Services Provider) will assist DFA by providing such services as requested for which the Offeror has the technical capacity to render. These services are to be provided for the Office of Purchasing, Travel and Fleet Management (OPTFM) within DFA. The services include, but are not limited to, procurement/travel cards, declining balance cards – including but not limited to agency clothing cards and Education Enhancement Fund cards (EEF) and other applicable services for use in making small dollar purchases (under \$5,000) by governmental entities. Under the Small Purchase Card Program, cards are issued to individual employees, departments, boards, and agencies/entities. The contract will be available for use by all state agencies (including universities) and governing authorities within the geographic limits of the State of Mississippi.

State of MS Small Purchase Card Program approximate data:

- Approximately 200 state agencies (including universities) and governing authorities utilize the P-Card Program, 146 school districts utilize the EEF card program, and 188 state agencies and governing authorities utilize the Travel Card Program
- Approximately 38,000 plastic purchasing cards are issued, with an approximate total annual expenditure of \$50M:
 - Travel Cards: \$9.2M
 - Purchasing Cards: \$21.4M
 - Educational Enhancement Fund Cards for teachers: \$19.3M

Offerors must have the proven ability to perform all services requested in this RFP. A more detailed list of services is contained in **Section 3 – Scope of Services**. DFA seeks a net-of-fee P-Card Program. (i.e. no set up costs, no annual costs, no conversion costs, license costs, etc.).

The awarded contract will be for three (3) years with two (2) optional renewal terms which may be exercised at the discretion of DFA. The anticipated start date of this contract will be March 1, 2023, but may be earlier, allowing at least a six (6) month implementation period, with the exception of EEF cards as detailed below. A sample contract has been included as Appendix C for your review. Should the State elect to make an award as a result of this RFP, the successful Proposer must execute the State’s standard personal service contract template, without substantive revisions. Any requested revisions should be included in Section 11. By submitting a proposal, Offerors understand and agree that any proposed revisions may deem an Offeror’s proposal nonresponsive.

A copy of this RFP, including all appendices and attachments, and any subsequent amendments, including the Question and Answer amendment, if issued, will be posted under the Active Procurements link at <https://www.dfa.ms.gov/procurement-contracts>. It is the responsibility of all

interested vendors to monitor the website for updates regarding this procurement.

Before the award of any contract, the Offeror will be required to document to DFA that it has the necessary capabilities to provide the core services specified in this RFP. The Offeror may also be required to provide additional client references, as well as related project experience detail in order to satisfy DFA that the Offeror is qualified. DFA may make reasonable investigations, as it deems necessary and proper, to determine the ability (responsibility and financial stability) of the Offeror to perform the work, and the Offeror shall be required to furnish to DFA all information that may be requested for this purpose. DFA reserves the right to reject any proposal if the Offeror fails to provide the requested information and/or fails to satisfy DFA that the Offeror is properly qualified to carry out the obligations of the contract and to complete the work described in this RFP.

1.2 Proposal Submission Requirements

If submitting in paper format, the original written proposal shall be signed and submitted in a three-ring binder, along with five (5) identical copies, with section components clearly tabbed as follows:

- a. Proposal Cover Sheet (Appendix A)
- b. **Section 2** – Introduction/Signed Proposal Cover Letter
- c. **Section 3** – Scope of Services Confirmation
- d. **Section 4** – Questionnaire with Responses
- e. **Section 5** – References (Appendix B)
- f. **Section 6** – Service Plan
- g. **Section 7** – Fee Schedule
- h. **Section 8** – Rebate/Revenue Sharing
- i. **Section 9** – Signed Acknowledgment of RFP Amendments (if any)
- j. **Section 10** – Résumés for Key Staff
- k. **Section 11** - Any Additional Information

If submitting in the State's e-procurement system, the Mississippi Accountability System for Government Information and Collaboration (MAGIC), the listed documents are required in electronic format.

Each page of the proposal must be numbered. Multiple page attachments and samples should be numbered internally within each document, and not necessarily numbered in the overall page number sequence of the entire proposal. The intent of this requirement is that the Offeror submit all information in a manner so that it is clearly referenced and easily located.

Additionally, the Offeror shall provide the following:

- a. one (1) electronic copy of the complete proposal including all attachments in a searchable Microsoft Office® format, preferably in Word® or Portable Document Format (PDF®).

- b. If the proposal contains confidential information, one (1) redacted electronic copy of the complete proposal including all attachments shall be submitted in a searchable Microsoft Office® format, preferably in Word® or Portable Document Format (PDF®).

If a redacted copy is not submitted, DFA shall consider the entire Proposal to be public record. The redacted copy should identify which section or information has been redacted and the Offeror shall provide the specific statutory authority for the exemption. Per Mississippi Code Annotated §25-61-9(7), the type of service to be provided, the price to be paid and the term of the contract cannot be deemed confidential.

The redacted copy shall be considered public record and immediately released, without notification to Offeror, pursuant to any request under the Mississippi Public Records Act, Miss. Code Ann. §§25-61-1 *et seq.* and Miss. Code Ann. §79-23-1. Redacted copies shall also be used/released for any reason deemed necessary by DFA, including but not limited to posting to the Transparency Mississippi website, etc.

Modifications or additions to any portion of the RFP and its requirements may be cause for rejection of the Proposal. DFA reserves the right to decide, on a case-by-case basis, whether to reject a proposal with modifications or additions as nonresponsive. As a precondition to proposal acceptance, DFA may request the Offeror to withdraw or modify those portions of the proposal deemed nonresponsive that do not affect quality, quantity, price, or delivery of the service. The RFP issued by DFA is the official version and will supersede any conflicting RFP language subsequently submitted in proposals.

All documentation submitted in response to this RFP and any subsequent requests for information pertaining to this RFP shall become the property of DFA and will not be returned to the Offeror. All information requested is considered important. If you have additional information you would like to provide, please include it as Section 11 of your proposal. Failure to provide all requested information and in the required format may result in disqualification of the Proposal. DFA has no obligation to locate or acknowledge any information in the proposal that is not presented under the appropriate outline and in the proper location according to the instructions herein.

Proposals must be submitted in writing using the attached forms and if submitted by U.S. mail or delivery, to the following address:

**Procurement Card Services RFP
c/o DFA - Office of Procurement and Contracts
501 North West Street
Suite 1301-A Woolfolk Building
Jackson, Mississippi 39201**

To prevent opening by unauthorized individuals, the proposal, including any and all attachments, must be sealed in one package. The outside cover of the package containing the sealed proposals **shall be labeled:**

Proposal – DO NOT OPEN
RFx # 3160005463

1.2.1 Proposal Submission Period

Proposals shall be submitted to DFA’s Office of Procurement and Contracts or via the State of Mississippi’s MAGIC system no later than 2:00 PM Central Standard Time (CST), December 2, 2022. Timely submission of the proposal package is the responsibility of the Offeror. Any proposal received after the deadline will be considered late and will be rejected and not considered for award. The Offeror shall be notified as soon as practicable if their proposal was rejected and the reason for such rejection.

It is suggested that if a proposal is mailed to DFA, it should be posted in certified mail with a return receipt requested. A proposal received at the place designated in the solicitation for receipt of proposals after the exact time specified for receipt shall not be considered unless it is determined by DFA that the late receipt was due solely to mishandling by DFA after receipt at the specified address.

DFA will not be responsible for mail delays or lost mail.

1.3 Important Dates

October 7, 2022	Request for Proposals released
October 28, 2022	Deadline to submit questions by 2:00 PM CST
November 7, 2022	Responses to questions to be posted
December 2, 2022	Proposals submission deadline by 2:00 PM CST
Week of January 24, 2023	Presentations by Finalists*
February 7, 2023	Award
March 1, 2023	Anticipated Contract effective date

NOTE: Adjustments to the schedule may be made as deemed necessary by the Office of Procurement and Contracts.

*DFA may request Offerors selected as finalists make presentations in Jackson, Mississippi or virtually and/or participate in oral interviews with DFA. Failure to be prepared to make an oral presentation or participate in on oral interview may prevent the Offeror’s proposal from receiving further consideration. The main point of contact proposed in the Offeror’s proposal must be present during the presentation/interview process. DFA shall not be responsible for any expenses incurred by the Offeror for such presentation. Due to the constraints of the RFP timeline, interested Offerors are encouraged to be prepared to accommodate this schedule.

1.4 Questions and Answers

Offerors should download the “Question and Answer” template from the DFA website at <https://www.dfa.ms.gov/procurement-contracts>. Questions must be submitted on the referenced template and should be submitted via email to procurement@dfa.ms.gov with a subject line: “Questions – Procurement Card Services (RFX#3160005463)”. Questions must be received no later than **2:00 PM CST, on October 28, 2022**, to ensure a response by DFA. Responses to questions will be posted under the Active Procurements link on the DFA website at <https://www.dfa.ms.gov/procurement-contracts> as an amendment to the RFP on **November 7, 2022**. Questions received after **October 28, 2022** may be considered for response, although there is no guarantee as to if or when a response will be provided. It is the Offeror’s sole responsibility to regularly monitor the website for amendments and/or announcements concerning this RFP.

1.5 Acknowledgment of Amendments

DFA reserves the right to amend this RFP at any time. Should an amendment to the RFP be issued, it will be posted under the Active Procurements link at <https://www.dfa.ms.gov/procurement-contracts>. Offerors must acknowledge receipt of any amendment to the RFP by signing and returning the amendment. The acknowledgment must be included in the proposal submission. Please monitor the website for amendments to the RFP. **DFA responses to questions will be treated as amendments to the RFP and will require acknowledgment.**

1.6 Cost of Proposal Preparation

All costs incurred by the Offeror in preparing and delivering its proposal, making presentations, and any subsequent time and travel to meet with DFA regarding its proposal shall be borne exclusively at the Offeror’s expense.

1.7 Right to Reject, Cancel and/or Issue Another RFP

DFA specifically reserves the right to reject any or all proposals received in response to the RFP, cancel the RFP in its entirety, or issue another RFP.

1.8 Registration with Mississippi Secretary of State

By submitting a proposal, the Offeror certifies that it is registered to do business in the State of Mississippi as prescribed by Mississippi law and the Mississippi Secretary of State or, if not already registered, that it will do so within seven (7) business days of being notified by DFA Office of Procurement and Contracts that it has been awarded a contract.

1.9 Debarment

By submitting a proposal, the Offeror certifies that it is not currently debarred from submitting proposals for contracts issued by any political subdivision or agency of the State of Mississippi or Federal government and that it is not an agent of a person or entity that is currently debarred from submitting proposals for contracts issued by any political subdivision or agency of the State of Mississippi or Federal Government.

SECTION 2. PROCUREMENT METHODOLOGY

2.1 Restrictions on Communications with DFA Staff

At no time shall any Offeror or its personnel contact, or attempt to contact, any DFA staff regarding this RFP except the Office of Procurement and Contracts. All correspondence should be sent to procurement@dfa.ms.gov. **Should it be determined that any Offeror has attempted to communicate or has communicated with any DFA employee outside of the Office of Procurement and Contracts regarding this RFP, DFA, at its discretion, may disqualify the Offeror from submitting a proposal in response to this RFP.**

2.2 Acceptance of Proposals

After receipt of the proposals, DFA reserves the right to award the contract based on the terms, conditions, and premises of the RFP and the proposal of the selected company without negotiation.

All proposals properly submitted shall be accepted by DFA. After review DFA may request necessary amendments from all Offerors, reject any or all proposals received, or cancel this RFP, according to the best interest of DFA and the State of Mississippi.

DFA also reserves the right to waive minor informalities in proposals providing such action is in the best interest of DFA and the State of Mississippi. A minor informality is defined as 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 DFA. Where DFA may waive minor informalities as determined by DFA, such waiver shall in no way modify the RFP requirements or excuse the Offeror from full compliance with the RFP specifications and other contract requirements should the Offeror be awarded the contract.

DFA reserves the right to exclude any and all nonresponsive proposals from any consideration for contract award.

2.3 Disposition of Proposal

The proposal submitted by the successful Offeror shall be incorporated into and become part of the resulting contract. All proposals received by DFA shall upon receipt become and remain the property of DFA. DFA shall have the right to use all nonproprietary concepts contained in any proposal and this right shall not affect the solicitation or rejection of the proposal.

2.4 Modification or Withdrawal of a Proposal

Prior to the proposal due date, a submitted proposal may be withdrawn by submitting a written request for its withdrawal to DFA, signed by the Offeror.

An Offeror may submit an amended proposal before the due date for receipt of proposals. Such amended proposals shall be a complete replacement for a previously submitted proposal and shall be clearly identified as such. DFA shall not merge, collate, or assemble proposal materials.

Unless requested by DFA, no other amendments, revisions, or alterations to proposals shall be accepted after the proposal due date.

Any submitted proposal shall remain a valid proposal for one hundred eighty (180) calendar days from the proposal due date.

2.5 Rejection of Proposals

A proposal response that includes terms and conditions that do not conform to the terms and conditions specified within this RFP document is subject to rejection as nonresponsive. Further, submission of a proposal that is not complete and/or unsigned is subject to rejection as nonresponsive. DFA staff reserves the right to permit the Offeror to withdraw nonconforming terms and conditions from its proposal response prior to a determination by DFA staff of non-responsiveness based on the submission of nonconforming terms and conditions. Any proposal which is conditioned upon receiving award of both the particular contract being solicited and another Mississippi contract shall be deemed nonresponsive and will be rejected.

2.6 Alternate Proposals

Each Offeror, its subsidiaries, affiliates, or related entities shall be limited to one (1) proposal which is responsive to the requirements of this RFP. Failure to submit a responsive proposal may result in the rejection of the Offeror's proposal. Submission of more than one (1) proposal by an Offeror may, at the discretion of DFA, result in the summary rejection of all proposals submitted.

2.7 Corrections and Clarifications

The Office of Procurement and Contracts reserves the right to request clarifications or corrections to proposals. Any proposal received which does not meet any of the requirements of this RFP, including clarification or correction requests, may be considered nonresponsive and eliminated from further consideration.

2.8 Proposal Evaluation

All proposals received in response to this RFP by the stated deadline will receive a comprehensive, fair, and impartial evaluation. An evaluation committee will evaluate the proposals using a three-phase process, consisting of Compliance, Analysis, and Finalist phases. For proposals determined to be compliant and responsive to the RFP, consensus scoring will be used in the evaluation process using a 100-point scale. For proposals ultimately determined to be finalists, points may be added based on presentations and Best and Final Offers, if applicable. Consensus scoring involves general agreement of opinion among evaluators, based on information and data contained in the RFP responses. The evaluation of any proposal may be suspended and/or terminated at the DFA's discretion at any point during the evaluation process at which the DFA determines that said proposal and/or Offeror fails to meet any of the mandatory requirements as stated in this RFP, the proposal is determined to contain fatal deficiencies to the extent that the likelihood of selection for award is minimal, or DFA receives reliable information that would make contracting with the Offeror impractical or otherwise not in the best interests of the State of Mississippi. The evaluation process, including evaluation factors and weights, is described below:

Compliance Phase - In this phase of the evaluation process, all proposals received will be reviewed by the procurement officer and/or designee to determine if the following mandatory requirements of this RFP have been satisfied:

1. Proposal submission deadline met.

2. Required format followed:
 - a. Signed original proposal along with the required five (5) copies of the complete proposal (if submitted by mail or delivery)
 - b. Electronic copy of complete proposal, including attachments in searchable Microsoft Office® format, preferably in Word® or Portable Document Format (PDF®) on flash drive or compact disc;
 - c. An electronic redacted copy of complete proposal, including attachments (as applicable)
4. Proposal must be valid for 180 days.
5. Scope of Services (Section 3) Confirmation submitted.
6. Questionnaire (Section 4) answered.
7. References (Section 5) provided.
8. Service Plan (Section 6) answered.
9. Fee Schedule (Section 7) provided.
10. Rebates/Revenue Sharing (Section 8)
11. Signed Acknowledgement of RFP Amendment(s) (Section 9), including the amendment with the DFA's Responses to Questions, if any posted, submitted.
12. Résumés for Key Staff (Section 10) provided.
13. Required proposal attachments provided, if any, and any additional information (Section 11) provided.

Failure to comply with these requirements may result in the proposal being eliminated from further consideration. Those Offerors passing the Compliance Phase will be evaluated further.

Weight – The Compliance Phase of the evaluation is considered pass/fail.

Analysis Phase – In this phase of the evaluation process, the evaluation committee will utilize consensus scoring to determine numerical scores for each qualified proposal received, relative to the technical and management factors of each proposal. Evaluation factors are listed in order of their relative importance and weight:

1. Cost (Weight/Value – 25%) – The competitiveness of the rebate/revenue sharing. Relative reasonableness of fees.
2. Technical (Weight/Value – 40%) – The quality and completeness of the Offeror's solutions and action plans for providing the core services identified, demonstrating understanding, responsiveness, effectiveness, efficiency, and value to the DFA in proposed approach.
3. Management (Weight/Value – 35%) – The resources (personnel, equipment, and facilities) to provide timely access to procurement card services for a program of the DFA's size and complexity; the ability to technically implement and maintain the structure and resources for providing all services listed in this RFP, demonstrating where applicable the ability to perform the service reflected by technical training, education and general experience of

staff; and a documented record of past performance of providing procurement card services for a program of the DFA's size and complexity.

Upon completion of the Analysis Phase, the evaluation committee will review and compare the numerical scores from among the remaining qualified Offerors to determine finalists. The top scoring Offeror, as well as all other Offerors with scores within ten points of the top scoring Offeror, will be named as finalists and will be further evaluated.

Finalist Phase – In this phase of the evaluation process, the evaluation committee will seek to determine from among the finalists whose proposal is the most advantageous to DFA. Points may be awarded as part of the finalist evaluation process based on the finalist presentation, if requested. This phase consists of the following components:

1. Record of Past Performance of Similar Work (Experience and Qualifications) – From among the finalists, client references will be contacted to verify demonstration of an acceptable level of past performance for programs of a similar size and complexity as the DFA. **Weight/Value – This component of the evaluation is considered pass/fail.**
2. Finalist Presentations – At DFA's discretion, finalists may be required to make a presentation to the evaluation committee. If scheduled, individual finalist presentations shall be held in Jackson, Mississippi or virtually, to allow the evaluation committee the opportunity to conduct interviews of the finalists, and to confirm/clarify information provided in the submitted proposals or otherwise gathered during the evaluation process. Any substantial oral clarification shall be reduced to writing by the Offeror. **Weight/Value – A maximum of 5 points may be added to a finalist's numerical score derived from the Analysis Phase.**
3. Best and Final Offer (BAFO) – At DFA's discretion, all finalists may be given the opportunity to provide a BAFO providing the Offeror's most favorable terms for price, services, and products to be provided. DFA will notify finalists if a BAFO may be submitted and will establish a date and time for submission. Although a finalist is under no obligation to submit such an offer, any such BAFO should include any applicable revised exhibits and must be signed by an appropriate representative of your company. If a finalist chooses to not submit a BAFO, the proposal included in your company's response to the Request for Proposal will be considered as the BAFO. NOTE: Unsolicited BAFOs, including but not limited to such offers submitted by non-finalists, will not be accepted. **Weight/Value – The numerical scores for the Analysis Phase will be adjusted for any BAFO received from a finalist.**

2.9 Right of Negotiation

Discussions and negotiations regarding price and other matters may be conducted with an Offeror who submits a proposal determined to have reasonable likelihood of being selected for award, but a proposal may be accepted without such discussions. DFA reserves the right to further clarify and/or negotiate with the Offeror evaluated best following completion of the evaluation of proposals but prior to contract execution, if deemed necessary by DFA. The DFA also reserves the right to move to the next best Offeror if negotiations do not lead to an executed contract with

the highest evaluated Offeror. DFA reserves the right to further clarify and/or negotiate with the Offeror on any matter submitted.

2.10 Post Award Debriefing

A vendor may request a post-award vendor debriefing, in writing, by U.S. mail or electronic submission, to be received by DFA within three (3) business days of notification of the contract award. A vendor debriefing is a meeting and not a hearing; therefore, legal representation is not required. If a vendor prefers to have legal representation present, the vendor shall notify DFA and identify its attorney. DFA 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.

2.11 Protest of Solicitation or Award

Any actual or prospective Offeror or Offerors who are aggrieved in connection with the solicitation or award of a contract may protest to DFA's Office of Procurement and Contracts. The protest shall be submitted in writing within three (3) business days of the Notice of Intent to Award or within three (3) business days of the solicitation posting if the protest is based on the solicitation.

A protest is considered filed when received by the Office of Procurement and Contracts. Protests filed after the three (3) business day period shall not be considered.

2.11.1 Content of Protest

To expedite handling of protests, the envelope should be labeled "Protest". The written protest shall include as a minimum the following:

1. The name and address of the protestor;
2. Appropriate identification of the procurement and if a contract has been awarded, its number;
3. A statement of reasons for the protest; and,
4. Supporting exhibits, evidence, or documents to substantiate any claims unless not available within the filing time in which case the expected availability date shall be indicated.

2.11.2 Protest Decision

If the protest is not resolved by mutual agreement, the Agency Head shall promptly issue a decision in writing. The decision shall state the reasons for the action taken and be mailed or otherwise furnished in writing immediately to the protestor and any other interested party.

SECTION 3. SCOPE OF SERVICES

This section contains information on services and procedures the P-Card Services Provider must provide, or adhere to, in servicing the State's account, either directly or through identified subcontractors. The descriptions are not all-inclusive but are provided to alert you to services or procedures that may require additional planning or programming on your part.

Please respond to **Section 3 – Scope of Services** by restating each service listed and confirm your intention to provide the service as described by responding, “*Confirmed*”. If your company can provide the service, but not exactly as described, respond, “*Confirmed, but with exceptions*”, and state the specific exceptions. If your company intends to provide a listed service through a subcontractor, respond, “*Confirmed, service will be provided through subcontractor*”, and name the subcontractor. If your company is currently unable to provide a listed service, respond by stating, “*Unable to provide this service*”. Any additional details regarding these services should be provided in your responses to the questionnaire, or as additional information included as an appendix to your proposal.

The selected P-Card Services Provider shall utilize its knowledge and understanding of applicable legal standards and comply with recognized professional standards and generally accepted principles applicable to the services described in this contract. The selected P-Card Services Provider shall consult with the DFA Program Administrator concerning its implementation of the requirements of this section. In the event of a challenge in which the products or services provided under any resulting contract is an issue (other than a challenge based on infringement of copyright or other proprietary rights of a third party), the selected P-Card Services Provider shall cooperate with the DFA/OPTFM and/or the State of Mississippi in the defense of the issue and shall provide reasonable technical and legal support with regard to the selected P-Card Services Provider's activities under the awarded contract without additional charges to DFA or the State.

For clarity, the following roles related to the P-Card Program, are defined as such:

Program Administrator

The DFA OPTFM will designate a representative(s) who will act as the State's primary contact with the P-Card Services Provider during the course of the contract. This designation may be given to more than one person in the OPTFM. Administrator(s) will be responsible for the **Statewide** daily management, administration, customer support, improvement, enforcement, and organizational effectiveness of the P-Card Program. Additionally, the Administrator will confer with any and all parties necessary to resolve unanticipated issues or requirements that might occur. The Administrator will also be the state liaison for implementing or initiating change to the program, including new authorization strategies, trials and pilots, new techniques or uses for the program. The Administrator(s) will communicate to the P-Card Services Provider on behalf of the individual entities' Procurement Card Coordinators and procurement card users from state agencies and governing authorities. Administrators must have access to all program data for each entity participating in the P-Card Program, through the electronic operation system described in **Section 3.5, P-Card Services Provider's Electronic Operating System**.

The Administrator is the only person authorized to make requested adjustments to

issued cards based on the authority stated in this section. Program Card Coordinators and/or individual card holders are not authorized to lift MCC restrictions or otherwise change the card strategy. All such requests must be made by the DFA Procurement Card Administrator. This requirement is a critical component of the program structure and Offerors' proposals must detail their plan to ensure compliance.

Procurement Card Coordinator

The Procurement Card Coordinator is responsible for the **agency/governing authority** daily management, administration, customer support, improvement, enforcement, and organizational effectiveness of their entity's P-Card program. The Procurement Card Coordinator(s) will be responsible for the review, verification, and approval of the cardholder statements. The named individual will communicate with the Program Administrator regarding making changes to the card account. Cards shall not be authorized at the request of the Procurement Card Coordinator. The Procurement Card Coordinator is **not** authorized to make any changes to the card strategy. Each participating authorized entity will determine to whom the cards should be issued. The authorized entities must have the ability to designate more than one Coordinator and cards should not be issued without prior approval from the Program Administrator(s). Please confirm you will only make requested adjustments to issued cards based on the authority stated in this section.

The P-Card Services Provider is expected to provide the following services:

3.1 Account Types

All Accounts are to be made visible to those persons with Administrator access. Overall transaction and credit limits may vary from card to card, and entity to entity. All plastic cards are to be EMV chip protected.

- **Procurement/Travel cards** - Carded accounts for purchases of commodities and some services (transaction limits of up to \$5,000), as well as for purchases of all travel related expenses (except meals). Currently the State utilizes separate cards for procurement and travel. Offerors may propose one card for both purposes.

Entities may also require multiple strategies (i.e. transaction limits) within their organization. Travel related expenses include airfare, hotel fees, transportation fees – rental vehicles, toll fees, taxi fare, fuel for rental vehicles, etc., but do not include meals. Cards can either be assigned to an individual or to a department/agency that multiple employees can utilize. Transaction limits start at \$100. At this time all cards are limited to \$5,000 per transaction to ensure compliance with public purchasing law. The State may consider increasing single transaction limits for some participating entities during the life of this contract; however, none have been authorized at this time.

- **Cardless Accounts** – These accounts will have the same parameters as regular carded accounts, but these accounts will not have a tangible, plastic card. All information for cardless accounts will be transferred to the entities Procurement Card Coordinator via encrypted/protected email. Cards can be either be assigned to an individual or to a department/agency that multiple employees can utilize.

- **Declining Balance Cards** – issued to approved entities with a set dollar amount that declines over time.
- **Educational Enhancement Fund (EEF) Cards** – DFA is statutorily required to provide cards or a digital solution, capable of tracking, paying, and reporting purchases, to all public school teachers in the State. We partner with the Mississippi Department of Education (MDE) to provide this service annually. Currently new plastic cards are issued each school year. Offerors may be required to provide approximately 37,000 new cards for teachers statewide during the initial year of the contract. Some School Districts (Districts) may elect a digital solution; however, an exact number of Districts and cardholders is unknown at this time. In order to reduce the number of plastic cards required by Districts who do not elect a digital solution, the State will consider cards which may be issued for a term (e.g. 3-5 years). Additional new cards would only be issued throughout the term of the contract for any teacher entering a District that was not employed by said District during the initial issuance of cards. Any teacher who remains with the same District would have their EEF card re-loaded at the beginning of the following school year, but no later than September 1st of each school year. Offerors may propose a variety of solutions for the DFA to consider, including digital options. However, at this time the program is not able to support a 100% digital option. Since the inception of the EEF Card Program, Districts have never been required to reuse cards or utilize a digital solution and the P-Card Services Provider must be available to assist in the implementation, training, and provision of other audit controls necessary to effectuate the reuse of plastic cards and/or digital solutions.
 - **EEF Implementation** – The P-Card Services Provider selected will begin working with the MDE upon contract execution. All cards must be issued to teachers and other necessary direct support personnel at the beginning of each school year but no later than August 1. Cards must be received by teachers for the 2023-2024 school year by August 1, 2023.

3.2 Transaction Validation

The Program Administrator, in compliance with the State’s guidelines for the Small Purchase Card Program, specifies overall program parameters, including the specification and approval of valid strategies for the State of Mississippi small purchase card program. For example, cash advances and entertainment type expenditures are strictly prohibited. No form of travel checks, convenience checks, or cash advances will be allowed on the State’s P-Card Program.

The Procurement Card Coordinators of participating entities specify how each entity's procurement cards are used, within the parameters of the statewide P-Card Program:

- Account Credit Limit - Credit limit assigned to each account, based on usage needs and internal control considerations
- Entity Credit Limit - Credit limit assigned to each control / billing account, based on usage needs and internal control considerations

3.3 Card Format

The following information shall be placed on the plastic card:

- STATE OF MISSISSIPPI (OR UNIVERSITY NAME)
- FOR OFFICIAL USE ONLY
- Tax-Exempt
- The name of the State agency or entity (or a second line of embossing specified by entity), i.e. Department of Revenue or City of Jackson and the cardholder's name
- The seal of the State of Mississippi or a picture of the State Capitol Building
- Institutions of higher learning may substitute unique university logos and/or pictures to replace the State Seal/State Capitol Building

The following information shall be placed on the back of the card:

- P-Card Services Provider's toll free contact number to report lost or stolen cards, fraud, or dispute a charge. **This is the only contact the P-Card Services Provider will have with entity Program Coordinators or individual card holders.**

3.4 Card Issuance

The P-Card Services Provider shall be responsible for the embossing and printing of the procurement cards. The P-Card Services Provider will be required to mail all cards issued within five (5) to ten (10) business days or sooner after the P-Card Services Provider receives cardholder account setup information. Cards will only be mailed to the Program Coordinator at the designated location. The card generation process may be developed with the P-Card Services Provider but must include a step for the DFA Program Administrator's approval. **Individual entities may not set up card programs without DFA's approval.**

The P-Card Services Provider shall reissue cards no less than 15 days prior to a card's expiration date.

3.5 P-Card Services Provider's Electronic Operating System

The P-Card Services Provider's shall have and maintain an electronic operating system(s) that would support the State's P-Card Program. The system utilized shall be maintained current during the life of the contract including any renewals. Upgrades to the system shall be performed in a manner that provides a transparent implementation or minimizes the impact to the State's program.

As described in Section 3 above, the DFA Program Administrator must have the capability to view all activity on all cards for each entity in the P-Card Program.

3.6 Compatibility with Operating Systems

The State of Mississippi and its Entities have implemented e-procurement financial management systems. Offerors should indicate which systems (e.g., Banner, Oracle, PeopleSoft, SAP, etc.) its data is compatible with and provide examples of such interfaces. If system interfaces are utilized by entities for online reconciliation, please provide detailed information about those capabilities.

At a minimum, the awarded P-Card Services Provider shall be able to provide data downloads

of all transactions on cards per entity in CSV (comma delimited) and XLS formats. Section 6.11 includes detailed transaction data the State is requesting.

3.7 Program Management System and Transaction Data Reports

Critical to the operation of the State is the ability to utilize a P-Card Provider's program management system to manage the program and easily obtain required transaction data. The selected P-Card Services Provider will be required to provide versatile and comprehensive management and reporting capabilities. The State will also be looking for a system that has the most reporting capabilities at all hierarchical program levels that is deliverable through various media. If the Offeror's program management system includes online reconciliation, please describe that functionality and how it is currently utilized by public entities.

The program must allow the Program Administrator to extract/download data **at any given time** so that a report can be generated. The State reserves the right to request additional support from the P-Card Services Provider in the event that more streamlined oversight is necessary. This will be critical if higher transaction limits are authorized. Examples of additional requests include but are not limited to:

- Requests for additional data to be submitted to the Program Administrator each month
- Notification of purchases over a certain dollar amount or from a certain vendor

The P-Card Services Provider shall support a hierarchy access structure to data and reports which allows the Program Administrator to view and run reports on all program data, an entity to view and report on only entity data. The P-Card Services Provider shall be able to report transaction volume and dollars by vendor and by type of vendor (by MCC code).

3.8 Card Acceptance

Card acceptance at a wide variety of merchants throughout the State of Mississippi and the nation, as well as international transactions, is of utmost importance in maintaining a successful P-Card Program. Please provide information regarding card acceptance, including any information regarding limits of acceptance.

3.9 Training

The P-Card Services Provider shall be prepared to assist DFA in providing training for Procurement Card Coordinators during the contract period. This will include transition training, new cardholder training, training on new system capability, fraud training for program oversight, and so forth. Upon contract execution, the P-Card Services Provider will be expected to develop a training strategy in conjunction with DFA which includes materials, webinars, and demos to facilitate the transition. Additional training may be necessary during the life of the contract to address system updates or changes DFA may make to the program.

Initial training materials should address the proper use of the card, the responsibilities of the cardholder, entity, and the Department of Finance and Administration, procedures for setting up accounts, payment processes, how to report lost/stolen cards, development of purchase restrictions, understanding billing and management reports, dispute resolution processes, and how to change account information.

3.10 Adding New Entities to the Statewide P-Card Program

The addition of new participants throughout the life of the program may also include new governing authorities in the program for the first time which will require audited financial statements to fit into the established program (the State and its agencies are not required to submit audited financial statements). In addition, it should be anticipated that new accounts will be added within an existing account as well as new cardholders within an account.

All of these needs will be required to be supported in the program structure utilized by the P-Card Services Provider.

3.11 Account Maintenance, Organizational Support, and Staffing

Card account support, maintenance and troubleshooting is required on a “24 hours a day, 7 days a week, 365 days a year” basis. This activity will include assistance for reporting lost or stolen cards, account inquiries, disputed transactions, and requests from the Program Administrator to override restrictions.

DFA expects a dedicated (i.e., a primary individual or group of individuals) service group or contact person to act as customer service representatives. This service group or person shall be able to work with DFA on an ongoing basis to improve and manage the program and shall be able to help facilitate change and resolve problems. While the State understands that turnover occurs, frequent turnover rates of every few months would be unacceptable.

It is also expected that the P-Card Services Provider will provide the availability of a dedicated toll-free telephone number, e-mail contacts, and an electronic program management system (as described in Section 3.7) which enables the Program Administrator to make changes to the card strategy.

The P-Card Services Provider must make all requested changes to cardholder or agency accounts when requested in writing by the Program Administrator(s). The changes must be made within 48 hours after receipt of written request. The individual cardholder will not be permitted to request changes.

As detailed in Section 3 above, Procurement Card Coordinator(s) may not contact the P-Card Services Provider directly to make such changes. An entity's Procurement Card Coordinator will make all requests for account changes to the Program Administrator in order to change individual procurement cards, including credit limits, transaction dollar limits, and number of, account strategy, cardholder name and termination of a card, within the parameters of the overall Program. The Program Administrator shall be the only authorized person(s) able to make any changes to established accounts on the card program and to any new account set ups.

The P-Card Services Provider shall communicate with the Program Administrator when significant problems occur (including fraudulent purchases, delinquent accounts, and disputes).

3.12 Disputed or Fraudulent Transactions

The P-Card Services Provider shall support multiple methods of handling and resolving disputed or fraudulent transactions reported by Procurement Card Coordinators or individual cardholders, which may include issuing a temporary credit pending dispute resolution.

3.13 Billing

Each cardholder shall receive a monthly statement by mail or electronic statement. Each participating entity shall receive a consolidated master billing statement by mail (or electronic statement) and by the program management system set in place for Program Coordinators to utilize. The cardholder reviews and verifies the expenditures and forwards the statement and supporting transaction documents to the Program Coordinator and the entity's accounts payable personnel.

All accounts over 60 days delinquent for payment of undisputed amounts shall be suspended until the delinquent amount has been paid in full by the entity. The Program Administrator shall be made aware the card is suspended and the reason for such suspension.

3.14 Cardholder Information

The P-Card Services Provider shall not sell, distribute, or otherwise make available the list of participating entity addresses, or any other information to any person, firm or other entity for any purpose.

3.15 Contract Succession/Transition

The P-Card Services Provider shall continue to support the P-Card Program until the transition to any successor is completed and exercise its best efforts to affect a cooperative, orderly, and seamless transition to a successor. The P-Card Services Provider will also be required to provide sufficient and experienced personnel to ensure that the quality of services during the phase out period is not diminished.

The P-Card Services Provider must provide the State with a complete, current, and accurate master copy of all nonproprietary account data in an encrypted electronic format agreed upon by the State.

As part of the transition process the incumbent P-Card Services Provider must settle all transaction disputes within 180 calendar days of the completed transactions.

3.16 Liability

The State of Mississippi will not accept any liability or financial responsibility for a state employee's charges that have been incorrectly authorized by P-Card Services Provider, including but not limited to those that:

- Exceed any of the limits specified to the P-Card Services Provider by a cardholder's Procurement Card Coordinator or the Program Administrator, or
- Violate any of the standard Industry Classification Code and/or Merchant Category Code restrictions specified to the P-Card Services Provider by the cardholder's Procurement Card Coordinator or the Program Administrator.

3.17 Program Information

All program information concerning the State of Mississippi P-Card program including but not limited to card spend, transactions, vendors associated with those transactions, etc., shall be electronically sent to the Program Administrator yearly. If the Program Administrator requests said information, the P-Card Services Provider shall be able to submit the information within five (5) to seven (7) business days.

SECTION 4. QUESTIONNAIRE

1. Provide the name, title, mailing address, e-mail address, and telephone number of the contact person for this proposal.
2. State the full name of the proposing company and provide the address, and telephone number of the principal place of business.
3. List the office that will service DFA. If it is located at a different address than the home office, provide the complete address, phone number, and facsimile number for this office.
4. Describe your organizational structure. Indicate whether your company operates as a corporation, partnership, individual, etc. If it is incorporated, include the state in which it is incorporated, and list the names and occupations of those individuals serving on your company's Board of Directors.
5. List the name and principal occupation or business of any person or entity owning 10% or more of your company.
6. Describe any ownership or name changes your company has been through in the past three years. Are any ownership or name changes planned?
7. Describe any changes in the organizational structure that have occurred within your company over the past twenty-four months or are anticipated during the next twenty-four months including, but not limited to, addition or elimination of product or business lines, mergers, company acquisitions, etc.
8. Provide a general corporate history.
9. What was the average number of employees in your organization for the past twelve months? Has this average changed in the past three years?
10. State if the proposed account executive, any officers or principals and/or their immediate families are, or have been within the preceding twelve months, employees of the State of Mississippi.
11. Provide a brief description of any outside vendors or subcontractors that will be involved in providing key services detailed within your proposal. Please include the term of your current contract with each vendor or subcontractor. Describe the nature of the relationship with the subcontractor, including any ownership interest.
12. Has your company ever been involved in a lawsuit involving any service solicited in this RFP? If yes, provide details including dates and outcomes.
13. During the past five (5) years, has your company, related entities, principals, or officers ever been a party in any litigation or criminal proceeding related to the services solicited in this RFP? If so, provide details including dates and outcomes.

14. Has your company been cited or threatened with citation within the last three (3) years by federal or state regulators for violations of any federal, state, or local law or federal, state or local regulation? If the answer is yes, please describe the circumstances in detail.
15. Has your company had any breaches or incidents in which personal identifying information (PII) was stolen or otherwise obtained by third parties in the last ten (10) years?
16. Confirm that your company is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from providing services solicited herein by any federal department or agency, or by any political subdivision or agency of the State of Mississippi.
17. Provide a complete résumé for each staff member (in Tab 10 of your proposal) who will be assigned to render services to the DFA, including detailed information on any special training or designations.
18. Please confirm the proposal is valid for at least 180 days after the date of submission.

SECTION 5. REFERENCES

All of the requested references should be provided using the References Form in Appendix B. The Offeror must document, through their references, they have the experience required to perform the services solicited for a program of the same size and complexity. meet the minimum vendor requirements. DFA staff must be able to reach two (2) references for a proposal within three (3) business days of the original call to be considered responsive.

1. Provide at least five (5) references from current clients. Each reference must contain the organization's name, contact person, contact person's title, and phone number. Indicate the type of program the client has with your company.
 - a. Client name, include the name, title, address, e-mail address, and telephone number of a person whom we may contact to confirm as needed,
 - b. Description of the program provided to the client,
 - c. The size of the client's program, and
 - d. Period of time retained as a client.

2. Provide a list of all entities which have discontinued the use of your service since 2017, excluding contract expiration, and your understanding of the reason why services were discontinued prior to contract expiration.
 - a. Client name, include the name, title, address, e-mail address, and telephone number of a person whom we may contact to confirm as needed,
 - b. Description of the program provided to the client,
 - c. The size of the client's program,
 - d. Period of time retained as a client, and
 - e. Your understanding of reason why services were discontinued.

SECTION 6. SERVICE PLAN

In preparing your written response to any RFP question or request for information, you are required to repeat each question, including the number, or requirement followed by your response. Please provide complete answers and explain all issues in a concise, direct manner. If you cannot provide a direct response for some reason (e.g., your company does not collect or furnish certain information), please indicate the reason rather than providing general information that fails to answer the question. “Will discuss” and “will consider” are not appropriate answers.

6.1 Offeror Qualifications

1. How long has your company been offering P-Card services?
2. Describe the Offeror’s qualifications and experience in providing corporate cards to State and Federal governmental entities.
3. Describe Offeror’s overall financial strength, (e.g., profitability ratios, operational ratios, assets and liabilities, Standard & Poors Rating, etc.).
4. List location(s) of your company’s customer service call center(s).
5. Provide a list of State and Federal entities currently utilizing your services and the current total number of dollar volume, number of transactions, number of cards issued under each program listed and total number of years your program has been utilized.
6. What, if any, commercial card activities/services are outsourced to third parties?
7. Please describe any recent technological enhancements to your company’s product(s) and service(s).

6.2 Description of P-Card Program

8. Describe your company’s P-Card services program.
9. What differentiates your company’s services from that of other providers? Please describe how your company can provide a value-added advantage in service and technology.
10. What card platform(s) does your company offer? (i.e. Visa, Mastercard, Amex, Discover, etc.)
11. Describe any additional type of cards your company offers (i.e. virtual cards, one time use cards, etc.)
12. Are there any limitations or restrictions for participating in your P-Card program?
13. Describe any new concepts or innovative ideas your program currently offers. Explain how these options would benefit the State of Mississippi.
14. Are there merchants who do not accept your card? If so, please explain.
15. Describe any incentive and prompt-payment discounts that encourage and reward the State for expanding its P-Card program.
16. Provide a “Best Practice” on how to grow the State of Mississippi’s P-Card Program.
17. Describe any post audit tools that can be utilized by participating agencies. Describe any real time or post audit safeguards designed to monitor large transactions.

18. Please provide a website link through which the evaluation team can access a live test site to demonstrate the Offeror's Procurement Card Services and technologies. The test site should have, at a minimum, the following tasks and / or capabilities:

- a. Managing/Billing Level Set-up
- b. Cardholder Set-up
- c. Online Statement Capabilities
- d. Online Data Reports Available
- e. Transaction Viewing
- f. What is viewable for Cardholder, Accounts Payable, State Program Administrator, and individual entity's Procurement Card Coordinator.
- g. Web-based Training
- h. Web-based Help Desk

6.3 Organizational Structure

19. Please identify the number of Account Manager(s) who will support our P-Card Program along with a list of job duties and their experience with other programs of similar size. Also, detail the number of other programs they will oversee while managing the State's account.

20. Please identify the number of key support personnel who will support our P-Card Program along with a list of their job duties and their experience with other programs of similar size. Also, detail the number of other programs they will support while supporting the State's account.

6.4 Customer Service

21. Describe your company's customer service capabilities, including the following:

- a. Hours of customer service operation
- b. Toll-free numbers
- c. Cardholder complaints
- d. Cardholder account management

22. Describe how inquiries requiring research are handled by your company and the established turnaround times for responses.

23. How many points of contact would the State have with your company?

6.5 Card Controls and Restrictions

24. Can administrative changes be made through a web-based program management system, by email, or phone?

25. Does your service provide the ability to deactivate and reactivate individual cards in real-time?

26. Does your service provide the ability to establish: purchase limit per individual card, restrictions to certain types of vendors/merchants and, restrictions to certain types of goods or services?

27. Does your service provide the ability to restrict purchases on a card until authorization for a specific amount and purpose has been given by an approver?
28. Describe any additional controls both at state and individual card level that are available as a part of your service.
29. Can you limit the usage of the card to a certain dollar amount within a certain timeframe? If so, is this on a per-card basis or must all cards be limited?
30. Can the cash advance feature be permanently blocked on all cards?
31. Authorized Procurement Card Coordinators and Program Administrators must be notified in writing within 72 hours prior to any card suspension or cancellation. Describe the process for notification. (Internet and other electronic processes are preferred by the State.)
32. The Program Administrator, and/or Procurement Card Coordinator(s) may establish single transaction dollar limits, monthly transaction limits, and vendor restrictions for cardholders. Describe or indicate any other limits or controls available.
33. What is your process to cancel a card? Include copies of any necessary reports to be filed.

6.6 Card Customization

34. Is the card design customizable with the State's seal or other images?
35. Include a proposed card design which meets the requirements included in **Section 3.3, Card Format** of this RFP.
36. Is there a limit on the number of lines or characters that can be embossed on a card?
37. Describe the ability to indicate to vendors that purchases by the State are "Tax Exempt." Can you encode the cards so that the merchant will not charge sales tax only within the State of Mississippi? (The State is not tax exempt in other states.) (This may include embossing the words "Tax Exempt" and/or the tax-exempt number on the card, special encoding to the card or providing the State with a unique number sequence.)

6.7 Card Issuance

38. Describe the process in which P-Cards are issued to cardholders and indicate how cards will be distributed. Include information to detail if the process is paper or electronic or both options are available.
39. Who creates and issues the P-Card? How long does it take once a request has been made for a new card?
40. What is the timeline for the initial issuance of cards during the transition period?
41. What information from the State is needed and in what format for the issuance of P-Cards?
42. What is the card activation process?
43. What is the timeline to issue a card to a new cardholder?
44. How early are cards issued prior to the expiration date? How are the updated cards distributed?
45. Will the State employees/departments receiving P-Cards be required to submit to a credit check?

46. Will card user's credit information regarding the issuance of a P-Card under this service be reported to any credit reporting agency or reflected on any State employee's credit report?

6.8 Lost or Stolen Cards

47. Describe your procedures to deactivate a lost/stolen card. Is the process in real time or a delayed process? If delayed, how long does this process take? Can the deactivation process be completed 24 hours a day, 7 days a week or only during normal business hours?
48. Who can notify the P-Card Services Provider of a lost or stolen card?
49. Do you notify the cardholders if your system detects fraudulent charges? Describe procedures for acting with cardholders, Program Administrators, and Procurement Card Coordinators regarding fraudulent charges.

6.9 Disputed/Fraudulent Charges

50. Describe the controls and features available within your P-Card services to reduce the risk of unauthorized transactions and fraud.
51. Describe your process for resolving a disputed charge.
52. Pending the resolution of a disputed charge, will the card be put on hold until the charge is resolved?
53. If you have multiple disputed charges which originate with a specific vendor, is there a way to limit transactions with the vendor or notify card holders of ongoing issues?
54. What amount of insurance do you carry on each card for fraudulent use? At what point does insurance coverage take effect for a lost or stolen card?

6.10 Electronic Data

55. What physical and software security measures does your company take to protect the confidentiality of your company's client's transaction information?
56. Can your service provide a csv and/or other file types containing transaction data for import into public entities' accounting systems? If so, can the file format be customized to meet the entities' requirements and support online reconciliation?
57. Describe the software/application/system that the State will use to operate your P- Card program.
58. What are some key features of your software's functionality?
59. How long has your company been using this software?
60. How often does your company release software changes, if any, which require testing by the State?
61. Some state agencies have their own financial management systems and the P-Card Services Provider must provide downloads, data transmissions, and integration in support of each of these systems. Is your company able to support multiple financial management systems associated with one controlling account?
62. Are file transfers (to and from the State) secured? What security methodologies are

employed?

- 63. Does your company need any data file transfer from the State? Does your company provide the resources and capabilities to convert the State’s data file?
- 64. Is your internet site secure and protected? How?
- 65. What are the security features of your software? How is the information protected?
- 66. What are the State’s hardware requirements, if any, to implement/use this software?

6.11 Data Download/Reporting

- 67. Will the Program Administrator(s) have the ability to download statewide data ‘on demand’ per an automated process or will the Program Administrator(s) need to request P-Card Services Provider staff to download the information? If this will need to be requested of P-Card Services Provider staff, detail the process for making such a request and the general timeline for receiving the requested data and the data format.
- 68. Will the Procurement Card Coordinator(s) have the ability to download agency/entity specific data ‘on demand’ per an automated process or will the Program Administrator need to request P-Card Services Provider staff to download the information? If this will need to be requested of P-Card Services Provider staff, detail the process for making such a request and the general timeline for receiving the requested data and the data format. Also, please indicate if the Procurement Card Coordinator will be limited to downloading only their agency/entity specific information or if they will have access to all data.
- 69. Please indicate if your data downloads contain the following information:

Data	Available: Yes/No
Vendor Name	
Charge Amount	
Accounting String (Fund, Organization, Account, Program, Activity, etc.) minimum 30 characters – each part is 6 characters	
Date transaction processed	
Merchant Category	
Last 4 digits of Credit Card number	
Merchant Transaction Number	
Agency Name	
Department Name	
Card Holder first name	
Card Holder last name	
Transaction Reference Number	

City of which the transaction occurred	
State of which the transaction occurred	

70. Can the Program Administrator(s) schedule reports to automatically run on specific days or specific intervals? If this capability is limited to specific reports, provide a list of those reports.
71. Does the P-Card Services Provider offer a report of transaction level detail data by card, as well as a consolidated statewide detail report?
72. What download formats are available? Provide sample reports.
73. Are reports directly available to individual cardholders and state entities via online website? Describe the type of security that will prevent intra-viewing of purchases by card holders.
74. Does your service provide the ability to limit viewing access to statewide transactions to only the designated Program Administrator(s)? Please confirm and describe this functionality.
75. Does your P-Card service provide the ability for a Program Administrator or Procurement Card Coordinator to check on the status of a particular payment to an individual transaction charge?
76. Does your P-Card service provide the ability to check on the status of a particular payment from an entity to the P-Card Service Provider?
77. Is data available in real-time? If not, how frequently is the data updated?
78. Can online access at the Procurement Card Coordinator level be limited to viewing only their specific agency or entity?
79. Will you provide the resources and capabilities to create the file(s) needed for import to the State’s accounting system in the format specified by the State?
80. Please complete the following table regarding your reporting capabilities. If there are reports which are required by your program, please add them to this table.

	How is report provided? (electronic/paper)	Who can generate report?
Monthly settlement report		
Cardholder settlement		
Spending analysis by cardholder		
MCC Detail Transaction Report		

Spending analysis by category		
Merchant usage report		
Cardholder usage report		
Sales tax report		
Does your system have a query based report writer for the users?		

81. Describe the ad-hoc online reports available with your program. Is it necessary to have a programmer set up the ad-hoc reporting or could a non-programmer (Program Administrator) create the reports?
82. Please describe the process for requesting a custom report for the State.
83. What technical support is available for your company’s reporting package(s) and what hours are technical support available?

6.12 Billing Statements

84. What is the frequency (how often) or available frequencies your company is able to provide billing statements?
85. Can the State request a change to the frequency of billing statements?
86. What options are available for statement delivery (i.e. email, mail, and/or downloadable format, combination of all types)? Will we be required to receive statements in only one format or can we have multiple statement formats?
87. Is transactional detail available for both billed and unbilled charges?
88. Can the State request more than one billing statement format be used (i.e. sending an additional copy of a billing statement to the State)? Or the use of mail and electronic format for all billing statements?
89. Please confirm whether billing statements will include, at a minimum, the following information:
 - a. Card account numbers (truncated)
 - b. Cardholder name
 - c. The name of the merchant
 - d. The date goods or services were purchased
 - e. The cost for the goods or services
 - f. A unique identifier for each transaction
90. Please detail any additional information (besides the items detailed above) which will be provided with the billing statement?
91. Does your company have the ability to provide billing statements that will reflect the

foreign currency transaction amounts (local currency) as well as the converted home currency equivalent (USD)?

92. Describe what levels of data (i.e.: level 1, level 2, level 3), and line item detail is captured at the point of sale.
93. The State currently requires that each cardholder receive a monthly statement and that the state agency receive a consolidated master statement. Each state agency issues one payment for all of the cards within that particular agency. Describe your company's ability to comply with this requirement for all participating agencies.

6.13 Account Reconciliation

94. Describe any online account reconciliation functionality your company can offer. If utilized currently by any public entity, please provide details.

6.14 Program Payment Options

95. Describe your company's collections procedures and explain what actions are taken at specified dates in the past due cycle. Include the following:
 - a. The manner and frequency in which past due notices are sent
 - b. Samples of all notices used
 - c. Conditions in which a cardholder's charging privileges will be suspended. Will a suspension be reinstated if requested by the State?
96. What is your process for suspending delinquent accounts?
97. The Authorized Agency or Entity shall be liable for the use of the card by authorized cardholders, provided that the use is within the transaction limits established by the State. The State will not accept liability for account numbers that are fraudulently used, lost, or stolen. Excluded from this limitation is unauthorized use of credit cards which amounts to employee misconduct. Please indicate your company's agreement to these terms.
98. Address in detail policies for reporting the participating entity to a credit reporting agency for past due account(s). Distinguish the actions that would be taken by the Offeror from those actions that would be taken by a collection firm(s) to whom delinquent accounts have been subcontracted by Offeror.
99. On average, how quickly would your company pay our suppliers?
100. The Offeror will be required to receive payment from the State of Mississippi agencies that process payments through the DFA's electronic payment and remittance processor (PayMode). Information regarding registration with PayMode is available on the DFA website at <https://www.dfa.ms.gov/paymode>. Please acknowledge agreement with this requirement.
101. Describe all options for methods of payment. The State reserves the right to migrate from PayMode to another electronic payment and remittance processor at any time during the term of the contract.
102. Describe your company's level of compliance and/or overall capabilities in regards to Automated Clearinghouse (ACH).
103. Describe your company's specific capability to modify your system(s) to interface with

the State system(s) and provide formats of any required remittance data formats.

104. Describe and affirm your company's commitment to interface with the State's system(s) at no additional costs to the State.
105. Offerors' Proposals should indicate agreement with the following statements:
 - a. The P-Card Services Provider shall not sell or distribute a list of participating Authorized Agencies or Entities, cardholder(s), addresses or any other information acquired from Authorized Agencies, Entities, or cardholder(s) to any person, firm or other entity for any purpose. Note: (This does not intend to prevent the P-Card Services Provider from complying with the requirements herein and the resulting contract for reports and reporting.)
 - b. Use of Government Employees' Names: The P-Card Services Provider must agree not to use the names and addresses of Mississippi government employees for any purpose not directly related to and necessary for fulfilling the terms of the contract awarded pursuant to this request.

6.15 Training

106. In what format(s) is your training available?
107. Does training include hands-on exercises?
108. What type of materials are provided with your training sessions?
109. Are different training options available for Program Administrators, Procurement Card Coordinators and card users?
110. Is training customizable to the State's P-Card program?
111. How much time is required for your training?
112. Does your training schedule include multiple sessions of the same course or only 1 session per course?
113. Is training available on the State's schedule or only on a pre-set schedule?
114. Is there a limit to the number of people who can be trained?
115. Is training offered only during implementation or is it available upon request by DFA?

6.16 Implementation

116. Describe the activities required to implement your P-Card services.
117. Include in your proposal your suggested timeline for services to be operational. As described in Section 3.1, EEF cards must be received by teachers no later than August 1, 2023. All other cards shall be issued by September 1, 2023. If it is possible to have the implementation completed prior to these dates, indicate this in your timeline. The proposed timeline should include dates and locations for program and technology training, card account set up, card production and distribution, training and any other milestone typically included in an implementation plan.
118. Describe the information you will need from the State related to the implementation of your program. Also, in what format should the required information be submitted?

119. Describe your company's program implementation and ongoing maintenance roles and responsibilities.
120. During the implementation process, would the State be able to map the interface with the State's accounting system?
121. What testing activities would be performed by your company?
122. What testing activities would be performed by the State before going live with your P-Card services?
123. Would the State have an implementation team assigned to them to complete the implementation?
124. Describe one implementation which did not go according to plan and how this situation was resolved.
125. During the implementation process, would the State have the ability to customize features of your P-Card program?

6.17 Fees

126. DFA is seeking a net of fee contract for the provision of these services. Any fees regarding individual card use billed to participating Agencies or Entities (rush delivery fee, lost/stolen card replacement fee, foreign transaction fee, etc.) must be detailed in **Section 7, Fee Schedule** in your proposal.
127. Detail what fees are paid by merchants for accepting your card as payment (i.e., fees charged by Visa, Mastercard, Amex, Discover, etc.).
128. Describe how the Offeror will be compensated for the provision of these services.

6.18 Rebates/Revenue Sharing

129. Describe your company's rebate or revenue sharing program to include the types of rebates available and the necessary volume to achieve those rebates and/or sharing. Offerors should provide a chart detailing their rebate or revenue sharing proposal tiers in **Section 8, Rebates/Revenue Sharing**.
130. Is your rebate/revenue sharing program based on monthly, quarterly, or annual spend? If based on quarterly spend, how is the quarterly spend calculated? If based on annual spend, how is the spend calculated? Specify how the rebate and revenue share will be remitted to the State or its Entities.
131. Provide a sample rebate or revenue sharing statement that the State would receive.
132. Does your rebate structure fluctuate depending on types of purchases made?
133. Does your rebate structure fluctuate depending on the method and timing of payment?

SECTION 7. FEE SCHEDULE

The provision of services solicited herein shall be at no cost to the DFA. The DFA will not pay for any costs associated with implementation, training, or reporting. Any charges associated with individual card usage must be detailed in the Offeror’s Proposal. The State of Mississippi P-Card Program does not allow the use of convenience checks and ATM access. By state law, public entities have forty-five (45) days to make payment. A public entity may be charged 1.5% interest for late payment of undisputed amounts.

The fees that are proposed will be evaluated for reasonableness of cost. Any conditions or contingencies associated with these fees must be clearly stated. All fees included in this submittal must be inclusive of all direct and non-direct costs (costs borne by merchants).

By submission of this proposal, we hereby certify that the fees submitted in response to the RFP have been arrived at independently and without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Offeror or competitor relating to those fees, the intention to submit a proposal, or the methods or factors used to calculate the fees proposed. By submission of this proposal, we hereby certify that we have not retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract.

A signature is required below.

_____	_____
Name	Date
_____	_____
Title	Company

Please have the appropriate officer sign this statement and include it as a part of your proposal.

SECTION 8. REBATES/REVENUE SHARING

Offerors should provide a chart detailing their rebate or revenue sharing proposal tiers. Offerors shall indicate any rebate or revenue sharing that will be provided based on the total aggregated volume of all contract users for the program. All Agencies and Entities utilizing the program will receive rebate or revenue sharing directly. The P-Card Services Provider will submit the rebate or revenue share along with the statistical spend data for the preceding year directly to the Agency or Entity. After the first anniversary period, the Agency or Entity may want to receive their rebate or revenue share semi-annually. In addition, a copy of the statistical spend data shall be provided to the OPTFM annually. The P-Card Services Provider shall report all contract usage and shall show all calculations in determining the final amounts of rebates or revenue sharing to the agencies.

Offerors must allow for any Agency or Entity that participates in the State's P-Card Program to benefit from increased program rebate or revenue sharing due to consolidating overall program spend. Additionally, the Offeror must provide a means by which any participating Agency or Entity can earn points for earlier payment. However, a specific participant should not be penalized by the payment cycle of any other participant. Should a participating Agency or Entity be on an earlier payment cycle, then the entity should be entitled to all aggregate rebate or revenue sharing, as well as early pay incentives.

The Offeror's rebate, revenue sharing, or incentives shall be firm for the entire duration of the Contract.

Appendix A – Proposal Cover Sheet

Company Name: _____

Proposals are to be submitted as directed in *Section 1.2, Proposal Submission Requirements*, of this RFP, on or before December 2, 2022 by 2:00 PM CST.

Company Representative	
Company Representative Title	
Company Representative Mailing Address	
Company Representative Mailing City, State, Zip	
Company Representative Telephone:	
Company Representative E-Mail Address:	

Please identify the Office/Branch which will provide services for DFA if different from above:

Office Contact Person	
Office Contact Person Telephone Number	
Office Contact Person Email Address	
Office Contact Person Physical Address	
Office Contact Person City, State, Zip	
Office Contact Person Mailing Address	
Office Contact Person City, State, Zip	

Are you currently registered as a Supplier in MAGIC? YES NO

If known, what is your supplier number? _____

Are you currently registered with PayMode? YES NO

By signing below, the Company Representative certifies that he/she has authority to bind the company, and further acknowledges and certifies on behalf of the company:

1. That the Offeror will perform the services required at no cost to the DFA or its Entities, with the exception of noted individual card fees.
2. That the fees and rebate or revenue sharing submitted will remain firm for the contract term.
3. That the Offeror has submitted copies of its insurance certificates evidencing the Offerors' financial stability.
4. That the company is licensed or authorized to provide the proposed services in the State of Mississippi, and that the company is registered to do business in the State of Mississippi currently or will register within seven (7) business days of being notified by the DFA Office of Procurement and Contracts that it has been awarded a contract.
5. The State of Mississippi utilizes the Mississippi Accountability System for Government Information and Collaboration (MAGIC) system to manage contracts. Additionally, electronic payments are issued through PayMode. To do business with the State of Mississippi, all Suppliers must be registered with both systems. By submitting a proposal, the Offeror certifies that it is registered with both systems or if not already registered, that it will do so within seven (7) business days of being notified by the DFA Office of Procurement and Contracts that it has been awarded a contract.

Signature: _____

Date: _____

Appendix B - References

Provide the five (5) required references in the following form. Additional pages should be submitted on this form.

Client Name	
Contact Name and Title	
Contact Address	
Contact Telephone Number	
Email Address	
Type of work provided to the client	
Number of P-Cards Provided and average annual spend of the program	
Contract effective dates for the time period(s) services provided to client	
Client Name	
Contact Name and Title	
Contact Address	
Contact Telephone Number	
Email Address	
Type of work provided to the client	
Number of P-Cards Provided and average annual spend of the program	
Contract effective dates for the time period(s) services provided to client	
Client Name	
Contact Name and Title	
Contact Address	
Contact Telephone Number	
Email Address	
Type of work provided to the client	
Number of P-Cards Provided and average annual spend of the program	
Contract effective dates for the time period(s) services provided to client	

Appendix C – Sample Services Contract

X SERVICES CONTRACT

This **X** Services Contract (Contract) is made by and between the State of Mississippi Department of Finance and Administration (DFA), Office of **X** (Office), and **[Contractor]**, (Contractor) effective **[start date]**, under the following terms and conditions under which the Contractor agrees to provide services to DFA.

1. Scope of Services

X

2. Contract Term

- A. The effective date of this Contract will be **[start date]**. This Contract's term will be for four (4) years with one (1) optional one-year renewal to be exercised in the discretion of DFA. By **[date]** of each subsequent year of the contract, DFA will notify the Contractor, in writing, of DFA's intent as to renewal of the Contract.
- B. All records and information provided by DFA to the Contractor are the sole property of the DFA and shall be returned to the DFA within thirty (30) days of the termination date of this Contract.
- C. Upon termination of this Contract, the Contractor shall cooperate with the DFA and the new Contractor during the transition of the DFA's business to the new Contractor. Upon request from the DFA, the Contractor shall provide all DFA information maintained by the Contractor in a time frame specified by the DFA.

3. Consideration

The DFA agrees to compensate the Contractor for services approved by the DFA and performed by the Contractor under the terms of this Contract as follows:

- A. The fees listed in **Exhibit A – Pricing** shall constitute the entire compensation due to the Contractor for services and all of the Contractor's obligations hereunder regardless of the difficulty, materials, or equipment required. The DFA shall not provide any prepayments or initial deposits in advance of services being rendered. Payment for any and all services provided by the Contractor to the DFA shall be made only after said services have been duly performed and properly invoiced. The fees listed in **Exhibit A – Pricing** of this contract are firm for the duration of this contract and are not subject to escalation for any reason, unless this Contract is duly amended.
- B. The Contractor must submit all invoices, in a form acceptable to the DFA (provided that such acceptance will not be unreasonably withheld) with all the necessary supporting documentation, prior to any payment to the Contractor. No additional compensation will be provided by the DFA for any expense, cost, or fee not specifically

authorized by this Contract, or by written authorization from the DFA.

- C. The payment of an invoice by the DFA shall not prejudice the DFA's right to object or question any invoice or matter in relation thereto. Such payment by the DFA shall neither be construed as acceptance of any part of the work or service provided nor as an approval of any costs invoiced therein. The Contractor's invoice or payment may be subject to further reduction for amounts included in any invoice or payment theretofore made which are determined by the DFA, on the basis of audits, not to constitute allowable costs.

4. Availability of Funds

It is expressly understood and agreed that the obligation of the DFA to proceed under this Contract 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 Contract 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 DFA, the DFA shall have the right upon ten (10) working days written notice to Contractor, to terminate this Contract without damage, penalty, cost or expenses to the DFA of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

5. 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.

6. Paymode

Payments 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 Contractor's choice. The State may, at its sole discretion, require Contractor to electronically submit invoices and supporting documentation at any time during the term of this Contract. Contractor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.

7. Recovery of Money

Whenever, under the Contract, any sum of money shall be recoverable from or payable by the Contractor to the DFA, the same amount may be deducted from any sum due to the Contractor under the Contract or under any other Contract between the Contractor and the DFA. The rights of the DFA are in addition and without prejudice to any other right the DFA may have to claim the amount of any loss or damage suffered by the DFA on account

of the acts or omissions of the Contractor.

8. 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. Contractor shall comply with applicable federal, state, and local laws and regulations.

9. Compliance with Laws

Contractor understands that DFA 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 Contractor agrees during the term of this Contract that Contractor will strictly adhere to this policy in its employment practices and provision of services. Contractor shall comply with, and all activities under this Contract 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.

10. Force Majeure

Each party shall be excused from performance for any period and to the extent that it is prevented from performing any obligation or service, in whole or in part, as a result of causes beyond the reasonable control and without the fault or negligence of such party and/or its subcontractors. Such acts shall include without limitation acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, earthquakes, floods, or other natural disasters (“force majeure events”). When such a cause arises, Contractor shall notify the State immediately in writing of the cause of its inability to perform, how it affects its performance, and the anticipated duration of the inability to perform. Delays in delivery or in meeting completion dates due to force majeure events shall automatically extend such dates for a period equal to the duration of the delay caused by such events, unless the State determines it to be in its best interest to terminate the agreement.

11. Anti-Assignment/Subcontracting

Contractor acknowledges that it was selected by the State to perform the services required hereunder based, in part, upon Contractor’s special skills and expertise. Contractor shall not assign, subcontract, or otherwise transfer this agreement, in whole or in part, without the prior written consent of the State, which the State may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer of its obligations without such consent shall be null and void. No such approval by the State of any subcontract shall be deemed in any way to provide for the incurrence of any obligation of the State in addition to the total fixed price agreed upon in this agreement. Subcontracts shall be subject to the terms and conditions of this agreement and to any conditions of approval that the State may deem necessary. Subject to the foregoing, this agreement shall be binding upon the respective successors and assigns of the parties.

12. Confidentiality

Notwithstanding any provision to the contrary contained herein, it is recognized that DFA is a public agency of the State of Mississippi and is subject to the Mississippi Public Records Act. Mississippi Code Annotated §§ 25-61-1 et seq. If a public records request is made for any information provided to DFA pursuant to the contract and designated by the Contractor in writing as trade secrets or other proprietary confidential information, DFA shall follow the provisions of Mississippi Code Annotated §§ 25-61-9 and 79-23-1 before disclosing such information. The DFA shall not be liable to the Contractor for disclosure of information required by court order or required by law.

13. Disclosure of Confidential Information

In the event that either party to this Contract 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 confidential or otherwise protected information that party shall promptly inform the other party and thereafter respond in conformity with such subpoena to the extent mandated by law. This section shall survive the termination or completion of this Contract. The parties agree that this section is subject to and superseded by Mississippi Code Annotated §§ 25-61-1 *et seq.*

Any liability resulting from the wrongful disclosure of confidential information on the part of Contractor or its subcontractor shall rest with Contractor. Disclosure of any confidential information by Contractor or its subcontractor without the express written approval of the Agency shall result in the immediate termination of this contract.

14. 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 Annotated §§ 27-104-151 et seq. Unless exempted from disclosure due to a court-issued protective order, a copy of this executed Contract is required to be posted to the Mississippi Department of Finance and Administration’s independent agency contract website for public access at <http://www.transparency.mississippi.gov>. Information identified by Contractor as trade secrets, or other proprietary information, including confidential Contractor 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.

15. Contractor Personnel

The DFA shall, throughout the life of the Contract, have the right of reasonable rejection and approval of staff or subcontractors assigned to the work by the Contractor. If the DFA reasonably rejects staff or subcontractors, the Contractor must provide replacement staff or subcontractors satisfactory to the DFA in a timely manner and at no additional cost to the DFA. The day-to-day supervision and control of the Contractor’s employees and subcontractors is the sole responsibility of the Contractor.

16. Independent Contractor

The 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 DFA. Nothing contained herein shall be deemed or construed by DFA, 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 DFA and Contractor. Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any acts of DFA or Contractor hereunder creates, or shall be deemed to create a relationship other than the independent relationship of DFA and Contractor. Contractor's personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of DFA. No act performed or representation made, whether oral or written, by the Contractor with respect to third parties shall be binding on the DFA. Neither the Contractor nor its employees shall, under any circumstances, be considered servants, agents, or employees of the DFA; and the DFA shall at no time be legally responsible for any negligence or other wrongdoing by the Contractor, its servants, agents, or employees. DFA 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, DFA shall not provide to Contractor any insurance coverage or other benefits, including Workers' Compensation, normally provided by DFA for its employees.

17. E-Verification

If applicable, 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. 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 Contract may subject Contractor to the following: (i) 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; (ii) 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, (iii) both. In the event of such cancellations/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.

18. Authority to Contract

Contractor warrants: (a) that it is a validly organized business with valid authority to enter into this Contract; (b) that it is qualified to do business and in good standing in the State of Mississippi; (c) that entry into and performance under this Contract is not restricted or prohibited by any loan, security, financing, contractual, or other contract of any kind; and, (d) notwithstanding any other provision of this Contract 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 Contract.

19. Debarment and Suspension

The Contractor certifies to the best of its knowledge and belief, that it: (i) Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any Federal department or agency or any political subdivision or agency of the State of Mississippi; (ii) Has not, within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against it 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; (iii) Has not, within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against it for a violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (iv) Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of these offenses enumerated in paragraphs two (2) and three (3) of this certification; and, (v) Has not, within a three-year period preceding this proposal, had one or more public transactions (Federal, State, or local) terminated for cause or default.

20. Modification or Renegotiation

This Contract may be modified only by written Contract signed by the parties hereto. The parties agree to renegotiate the Contract if federal, state and/or the DFA revisions of any applicable laws or regulations make changes in this Contract necessary.

21. Procurement Regulations

This Contract shall 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, Mississippi 39201 for inspection, or downloadable at www.DFA.ms.gov.

22. Representation Regarding Contingent Fees

Contractor 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 Contractor's bid or proposal.

23. Representation Regarding Gratuities

The Contractor 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.

24. Termination upon Bankruptcy

This Contract may be terminated in whole or in part by DFA upon written notice to Contractor, if Contractor should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by Contractor of an assignment for the benefit of its creditors. In the event of such termination, Contractor shall be entitled to recover just and equitable compensation for satisfactory work performed under this contract, but in no case shall said compensation exceed the total Contract price.

25. Termination for Convenience

A. Termination. The Agency Head or designee may, when the interests of the State so require, terminate this Contract in whole or in part, for the convenience of the State. The Agency Head or designee shall give written notice of the termination to Contractor specifying the part of the Contract terminated and when termination becomes effective.

B. 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 Agency Head or designee 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.

26. Termination for Default

A. Default. If Contractor refuses or fails to perform any of the provisions of this Contract with such diligence as will ensure its completion within the time specified in this Contract or any extension thereof, or otherwise fails to timely satisfy the Contract provisions, or commits any other substantial breach of this Contract, the Agency Head or designee may notify Contractor in writing of the delay or nonperformance and if not cured in ten (10) days or any longer time specified in writing by the Agency Head or designee, such officer may terminate Contractor's right to proceed with the Contract or such part of the Contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the Agency Head or designee may procure similar supplies or services in a manner and upon terms deemed appropriate by the Agency Head or designee. Contractor shall continue performance of the Contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.

B. Contractor's Duties. Notwithstanding termination of the Contract and subject to any directions from the Chief Procurement Officer, Contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of Contractor in which the State has an interest.

- C. Compensation. Payment for completed services delivered and accepted by the State shall be at the Contract price. The State may withhold from amounts due Contractor such sums as the Agency Head or designee deems to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders and to reimburse the State for the excess costs incurred in procuring similar goods and services.

- D. Excuse for Nonperformance or Delayed Performance. Except with respect to defaults of subcontractors, Contractor shall not be in default by reason of any failure in performance of this Contract in accordance with its terms (including any failure by Contractor to make progress in the prosecution of the work hereunder which endangers such performance) if Contractor has notified the Agency Head or designee within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the State and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, Contractor shall not be deemed to be in default, unless the services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit Contractor to meet the Contract requirements. Upon request of Contractor, the Agency Head or designee shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, Contractor's progress and performance would have met the terms of the Contract, the delivery schedule shall be revised accordingly, subject to the rights of the State under the clause entitled "Termination for Convenience. (As used in this paragraph of this clause, the term "subcontractor" means a subcontractor at any tier).

- E. Erroneous Termination for Default. If, after notice of termination of Contractor's right to proceed under the provisions of this clause, it is determined for any reason that the Contract was not in default under the provisions of this clause, or that the delay was excusable under the provisions of Paragraph (D) (Excuse for Nonperformance or Delayed Performance) of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience for the State, be the same as if the notice of termination had been issued pursuant to a termination for convenience.

- F. Additional Rights and Remedies. The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under this Contract.

27. Stop Work Order

- A. Order to stop work. The Chief Procurement Officer, 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 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, Contractor shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to 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 Chief Procurement Officer shall either (i) cancel the stop work order; or (ii) terminate the work covered by such order as provided in the "Termination for Default" clause or the "Termination for Convenience" clause of this Contract.

- B. Cancellation or Expiration of the Order. If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, 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: (i) 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, (ii) Contractor asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage; provided that, if the Chief 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.
- C. Termination of Stopped Work. If a stop work order is not canceled 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.
- D. Adjustment 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.

28. Price Adjustment

- A. Price Adjustment Methods. Any adjustment in contract price pursuant to a clause in this contract shall be made in one or more of the following ways:
 - a. by agreement on a fixed price adjustment before commencement of the additional performance;
 - b. by unit prices specified in the contract;
 - c. by the costs attributable to the event or situation covered by the clause, plus appropriate profit or fee, all as specified in the contract; or,
 - d. by a price escalation clause.
- B. Submission of Cost or Pricing Data. The Contractor shall provide cost or pricing data for any price adjustments subject to the provisions of Section 3-403 (Cost or Pricing Data) of the *Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations*.

29. Oral Statements

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this Contract. All modifications to the Contract must be made in writing by the DFA and agreed to by the Contractor.

30. Ownership of Documents and Work Papers

The DFA shall own all documents, files, reports, work papers and working documentation, electronic or otherwise, created in connection with the Contract which is the subject of this Contract, except for the Contractor's internal administrative and quality assurance files and internal project correspondence. The Contractor shall deliver such documents and work papers to the DFA upon termination or completion of the Contract. The foregoing notwithstanding, the Contractor shall be entitled to retain a set of such work papers for its files. The Contractor shall be entitled to use such work papers only after receiving written permission from DFA and subject to any copyright protections.

31. Trade Secrets, Commercial and Financial Information

It is expressly 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.

32. Third-Party Action Notification

The Contractor shall give the DFA prompt notice in writing of any action or suit filed, and prompt notice of any claim made against the Contractor by any entity that may result in litigation related in any way to this Contract.

33. Indemnification

To the fullest extent allowed by law, the Contractor shall indemnify, defend, save and hold harmless, protect, and exonerate the agency, its Commissioners, Board Members, officers, employees, agents, and representatives, and the State of Mississippi from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever including, without limitation, court costs, investigative fees and expenses, and attorneys' fees, arising out of or caused by the Contractor and/or its partners, principals, agents, employees and/or subcontractors in the performance of or failure to perform this contract. In the State's sole discretion upon approval of the Mississippi Attorney General, Contractor may be allowed to control the defense of any such claim, suit, etc. In the event Contractor defends said claim, suit, etc., the Contractor shall use legal counsel acceptable to the Office of the Mississippi Attorney General. Contractor shall be solely responsible for all costs and/or expenses associated with such defense, and the State shall be entitled to participate in said defense. Contractor shall not settle any claim, suit, etc. without the concurrence of the Office of the Mississippi Attorney General, which shall not be unreasonably withheld.

34. Approval

It is understood that if this contract requires approval by the Public Procurement Review Board and/or the Mississippi Department of Finance and Administration Office of Personal Service Contract Review and this contract is not approved by the PPRB and/or OPSCR, it is void and no payment shall be made hereunder.

35. Change in Scope of Work

The DFA may order changes in the work consisting of additions, deletions, or other revisions within the general scope of the Contract. No claims may be made by Contractor that the scope of the project or of Contractor's services has been changed, requiring changes to the amount of compensation to the Contractor or other adjustments to the Contract, unless such changes or adjustments have been made by written amendment to the Contract signed by the DFA and the Contractor. If the Contractor believes that any particular work is not within the scope of the project, is a material change, or will otherwise require more compensation to the Contractor, the Contractor must immediately notify the DFA in writing of this belief. If the DFA believes that the particular work is within the scope of the Contract as written, the Contractor will be ordered to and shall continue with the work as changed and at the cost stated for the work within the Contract.

36. Attorney's Fees and Expenses

Subject to other terms and conditions of this agreement, in the event Contractor defaults in any obligations under this agreement, Contractor shall pay to the State all costs and expenses (including, without limitation, investigative fees, court costs, and attorney's fees) incurred by the State in enforcing this agreement or otherwise reasonably related thereto. Contractor agrees that under no circumstances shall the customer be obligated to pay any attorney's fees or costs of legal action to Contractor.

37. Failure to Enforce

Failure by the DFA at any time to enforce the provisions of the Contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the Contract or any part thereof or the right of the DFA to enforce any provision at any time in accordance with its terms.

38. Record Retention and Access to Records

Provided Contractor is given reasonable advance written notice and such inspection is made during normal business hours of Contractor, the State or any duly authorized representatives shall have unimpeded, prompt access to any of Contractor's books, documents, papers, and/or records which are maintained or produced as a result of the project for the purpose of making audits, examinations, excerpts, and transcriptions. All records related to this agreement shall be retained by Contractor for three (3) years after final payment is made under this agreement and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this project is commenced before the end of the three (3) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the three (3) year period, whichever is later.

39. Right to Audit

Contractor shall maintain such financial records and other records as may be prescribed by DFA or by applicable federal and state laws, rules, and regulations. Contractor shall retain these records for a period of three years after final payment, or until they are audited by DFA, whichever event occurs first. These records shall be made available for inspection during regular business hours and with reasonable advance notice during the term of the contract and the subsequent three-year period for examination, transcription, and audit by the Mississippi State Auditor’s Office, its designees, or other authorized bodies.

40. Right to Inspect Facility

The State may, at reasonable times, inspect the place of business of a Contractor or any subcontractor which is related to the performance of any contract awarded by the State.

41. Severability

If any part of this Contract is declared to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision, and to this end the provisions hereof are severable. In such event, the parties shall amend the Contract as necessary to reflect the original intent of the parties and to bring any invalid or unenforceable provisions in compliance with applicable law.

42. Licenses

The Contractor shall ensure that the following professional licenses are maintained and current during the term of the contract, Applicable licenses, but not necessarily limited to, are: [licenses]. The Contractor may utilize the license of an approved sub-contractor to fulfill this requirement. The Contractor shall, upon the expiration of a license, furnish to DFA a current license.

43. Insurance

[copy from procurement]

44. Notices

All notices required or permitted to be given under this Contract must be in writing and personally delivered or sent by certified United States mail postage prepaid, return receipt requested, to the party to whom the notice should be given at the address set forth in this section. 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.

If to DFA:

Attention: Saranne Smith
Department of Finance and Administration
Office of Procurement and Contracts
501 North West Street
Suite 1301-A Woolfolk Building
Jackson, Mississippi 39201

If to the Contractor:

Attention:

45. Priority

The Contract consists of this agreement including Exhibit A, *Pricing*, the response bid by the Contractor dated [date] (hereinafter “Bid” and attached as Exhibit B) and the Invitation for Bids for Services dated [date] (hereinafter “IFB” and attached as Exhibit C). Any ambiguities, conflicts or questions of interpretation of this Contract shall be resolved by first, reference to this agreement and, if still unresolved, by reference to the IFB and, if still unresolved, by reference to the Bid. Omission of any term or obligation from this agreement or attached Exhibits A, B and C shall not be deemed an omission from this Contract if such term or obligation is provided for elsewhere in this Contract.

Witness our signatures, on the date first written.

[Contractor Name]

Department of Finance and Administration

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____