

ITS *Mississippi Department of Information Technology Services*

RFP No: 3662

INVITATION: Sealed proposals, subject to the attached conditions, will be received at this office until July 28, 2011 @ **3:00 p.m.** Central Time for the acquisition of the products/services described below for Mississippi Department of Education.

Software and services for the design and implementation of a Data Warehouse/Business Intelligence Solution to be integrated with other current education systems

MANDATORY VENDOR CONFERENCE: Monday, June 20, 2011 at 10:00 a.m. in the 4th floor Board Room, Central High School Building, 359 North West Street, Jackson, Mississippi 39201.

NOTE: THIS RFP CONTAINS MANDATORY REQUIREMENTS TO WHICH NO EXCEPTION MAY BE TAKEN. SEE SECTION VII, ITEM 2, FOR DETAILS.

The Vendor must submit proposals and direct inquiries to:

Cheryl Yelverton
Technology Consultant
Information Technology Services
3771 Eastwood Drive
Jackson, MS 39211
(601) 432-8001
Cheryl.Yelverton@its.ms.gov

To prevent opening by unauthorized individuals, all copies of the proposal must be sealed in the package. The following must be clearly typed on a label affixed to the package in a clearly visible location:

PROPOSAL, SUBMITTED IN RESPONSE TO
RFP NO. 3662
due July 28, 2011 @ 3:00 p.m.,
ATTENTION: Cheryl Yelverton

David L. Litchliter
Executive Director, ITS

ITS RFP Response Checklist

RFP Response Checklist: These items should be included in your response to RFP No. 3662.

- _____ 1) One clearly marked original response and eight (8) identical copy/copies of the complete proposal. Label the front and spine of the three-ring loose-leaf binder with the Vendor name and RFP number. Include the items listed below inside the binder. Please DO NOT include a copy of the RFP in the binder.
- _____ 2) *Submission Cover Sheet*, signed and dated. (Section I)
- _____ 3) *Proposal Bond*, if applicable (Section I)
- _____ 4) *Proposal Exception Summary*, if applicable (Section V)
- _____ 5) Vendor response to *RFP Questionnaire* (Section VI)
- _____ 6) Point-by-point response to *Technical Specifications* (Section VII)
- _____ 7) Vendor response to *Cost Information Submission* (Section VIII)
- _____ 8) *References* (Section IX)

Table of Contents

SECTION I	4
SUBMISSION COVER SHEET & CONFIGURATION SUMMARY	4
PROPOSAL BONDS	5
SECTION II	6
PROPOSAL SUBMISSION REQUIREMENTS	6
SECTION III	10
VENDOR INFORMATION	10
SECTION IV	14
LEGAL AND CONTRACTUAL INFORMATION	14
SECTION V	27
PROPOSAL EXCEPTIONS	27
PROPOSAL EXCEPTION SUMMARY FORM	29
SECTION VI	30
RFP QUESTIONNAIRE	30
SECTION VII	33
TECHNICAL SPECIFICATIONS	33
SECTION VIII	76
COST INFORMATION SUBMISSION	76
SECTION IX	80
REFERENCES	80
REFERENCE FORM	83
SUBCONTRACTOR REFERENCE FORM	84
EXHIBIT A	85
STANDARD CONTRACT	85
EXHIBIT B	110
MDE SELECTED APPLICATION / DATABASE LISTING	110
EXHIBIT C	112
CONFIDENTIALITY AGREEMENTS	112

**SECTION I
SUBMISSION COVER SHEET & CONFIGURATION SUMMARY**

Provide the following information regarding the person responsible for the completion of your proposal. This person should also be the person the Mississippi Department of Information Technology Services, (ITS), should contact for questions and/or clarifications.

Name	_____	Phone #	_____
Address	_____	Fax #	_____
	_____	E-mail	_____

Subject to acceptance by ITS, the Vendor acknowledges that by submitting a proposal AND signing in the space indicated below, the Vendor is contractually obligated to comply with all items in this Request for Proposal (RFP), including the Standard Contract in Exhibit A if included herein, except those listed as exceptions on the Proposal Exception Summary Form. If no *Proposal Exception Summary Form* is included, the Vendor is indicating that he takes no exceptions. This acknowledgement also contractually obligates any and all subcontractors that may be proposed. Vendors who sign below may not later take exception to any point during contract negotiations. The Vendor further certifies that the company represented here is an authorized dealer in good standing of the products/services included in this proposal.

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

Name (typed or printed)	_____
Title	_____
Company name	_____
Physical address	_____
State of Incorporation	_____

CONFIGURATION SUMMARY

The Vendor must provide a summary of the main components of products/services offered in this proposal using 100 words or less.

PROPOSAL BONDS

Please attach the required Proposal Bond here.

SECTION II PROPOSAL SUBMISSION REQUIREMENTS

The objective of the Proposal Submission Requirements section is to provide Vendors with the information required to submit a response to this Request for Proposal (RFP). A Vendor who has responded to previous RFPs issued by **ITS** should not assume that the requirements are the same, as changes may have been made.

1. Failure to follow any instruction within this RFP may, at the State's sole discretion, result in the disqualification of the Vendor's proposal.
2. The State has no obligation to locate or acknowledge any information in the Vendor's proposal that is not presented under the appropriate outline according to these instructions and in the proper location.
3. The Vendor's proposal must be received, in writing, by the office of **ITS** by the date and time specified. **ITS** is not responsible for any delays in delivery or expenses for the development or delivery of proposals. Any proposal received after proposal opening time will be returned unopened. Any proposal received with insufficient postage will be returned unopened.
4. Proposals or alterations by fax, e-mail, or phone will not be accepted.
5. Original signatures are required on one copy of the Submission Cover Sheet and Configuration Summary, and the Vendor's original submission must be clearly identified as the original. The Vendor's original proposal must include the Proposal Bond, (if explicitly required in Section IV).
6. **ITS** reserves the right to reject any proposals, including those with exceptions, prior to and at any time during negotiations.
7. **ITS** reserves the right to waive any defect or irregularity in any proposal procedure.
8. The Vendor may intersperse their response following each RFP specification but must not otherwise alter or rekey any of the original text of this RFP. If the State determines that the Vendor has altered any language in the original RFP, the State may, in its sole discretion, disqualify the Vendor from further consideration. The RFP issued by **ITS** is the official version and will supersede any conflicting RFP language submitted by the Vendor.

The Vendor must conform to the following standards in the preparation of the Vendor's proposal:

- 8.1 The Vendor is required to submit one clearly marked original response and eight (8) identical copy/copies of the complete proposal, including all sections and exhibits, in three-ring binders.
 - 8.2 To prevent opening by unauthorized individuals, all copies of the proposal must be sealed in the package. A label containing the information on the RFP cover page must be clearly typed and affixed to the package in a clearly visible location.
 - 8.3 Number each page of the proposal.
 - 8.4 Respond to the sections and exhibits in the same order as this RFP.
 - 8.5 Label and tab the responses to each section and exhibit, using the corresponding headings from the RFP.
 - 8.6 If the Vendor does not agree with any item in any section, then the Vendor must list the item on the *Proposal Exception Summary Form*. (See Section V for additional instructions regarding Vendor exceptions.)
 - 8.7 Occasionally, an outline point in an attachment requests information which is not applicable to the products/services proposed. If the Vendor is certain the point does not apply to the given RFP, the Vendor should respond with “NOT APPLICABLE.”
 - 8.8 Where an outline point asks a question or requests information, the Vendor must respond with the specific answer or information requested.
 - 8.9 When an outline point/attachment is a statement provided for the Vendor’s information only, the Vendor need only read that point. The Vendor acknowledges having read and accepting, or taking exception to, all sections by signing the *Submission Cover Sheet* and providing a *Proposal Exception Summary Form*.
 - 8.10 Where a minimum requirement has been identified, respond by stating the item (e.g., device name/model number, guaranteed response time) proposed and how it will meet the specifications.
 - 8.11 The Vendor must fully respond to each requirement within the *Technical Specifications* by fully describing the manner and degree by which the proposal meets or exceeds said requirements.
9. It is the responsibility of the Vendor to clearly identify all costs associated with any item or series of items in this RFP. The Vendor must include and complete all parts of the cost proposal in a clear and accurate manner. **Omissions, errors, misrepresentations, or inadequate details in the Vendor’s cost proposal may be grounds for rejection of the Vendor’s proposal. Costs that are not clearly identified will be borne by the Vendor.** The Vendor must complete the *Cost Information Submission* in this RFP, which

outlines the minimum requirements for providing cost information. The Vendor should supply supporting details as described in the *Cost Information Submission*.

10. **ITS** reserves the right to request additional information or clarification of a Vendor's proposal. The Vendor's cooperation during the evaluation process in providing **ITS** staff with adequate responses to requests for clarification will be considered a factor in the evaluation of the Vendor's overall responsiveness. Lack of such cooperation or failure to provide the information in the manner required may, at the State's discretion, result in the disqualification of the Vendor's proposal.
11. Unsolicited clarifications and updates submitted after the deadline for proposals will be accepted or rejected at the sole discretion of **ITS**.
12. Unsolicited clarifications in the evaluation and selection of lowest and best proposal will be considered only if all the following conditions are met:
 - 12.1 A clarification to a proposal that includes a newly announced product line or service with equal or additional capability to be provided at or less than the proposed price will be considered.
 - 12.2 Information provided must be in effect nationally and have been formally and publicly announced through a news medium that the Vendor normally uses to convey customer information.
 - 12.3 Clarifications must be received early enough in the evaluation process to allow adequate time for re-evaluation.
 - 12.4 The Vendor must follow procedures outlined herein for submitting updates and clarifications.
 - 12.5 The Vendor must submit a statement outlining the circumstances for the clarification.
 - 12.6 The Vendor must submit one clearly marked original and eight (8) copies of the clarification.
 - 12.7 The Vendor must be specific about which part of the original proposal is being changed by the clarification (i.e., must include exact RFP reference to section and outline point).
13. **Communications with State**

From the issue date of this RFP until a Vendor is selected and the selection is announced, responding Vendors or their representatives may not communicate, either orally or in writing regarding this RFP with any statewide elected official, state officer or employee, member of the legislature or legislative employee except as noted herein. To ensure equal treatment for each responding Vendor, all questions regarding this RFP must be submitted in writing to the State's contact person for the selection process, and not later

than the last date for accepting responding Vendor questions provided in this RFP. All such questions will be answered officially by the State in writing. All such questions and answers will become addenda to this RFP, and they will be posted to the ITS web site. Vendors failing to comply with this requirement will be subject to disqualification.

- 13.1 The State's contact person for the selection process is: Cheryl Yelverton, Technology Consultant, 3771 Eastwood Drive, Jackson, MS 39211, 601-432-8001, Cheryl.Yelverton@its.ms.gov.
- 13.2 Vendor may consult with State representatives as designated by the State's contact person identified in 13.1 above in response to State-initiated inquiries. Vendor may consult with State representatives during scheduled oral presentations and demonstrations excluding site visits.

SECTION III VENDOR INFORMATION

The objective of the Vendor Information section of this RFP is to provide Vendors with information required to respond to the RFP successfully.

1. **Interchangeable Designations**

The terms “Vendor” and “Contractor” are referenced throughout this RFP. Generally, references to the “Vendor” are used in conjunction with the proposing organization and procurement process leading up to the final RFP selection and award. The term “Contractor” denotes the role assumed, post-award, by the winning Vendor. Additionally, the terms “State of Mississippi,” “State” or “ITS” may be used interchangeably throughout this RFP to denote the political entity issuing the RFP and requesting responses from Vendors throughout these specifications. References to a specific agency, institution or other political entity represent the client or customer on whose behalf ITS is issuing the RFP.

2. **Vendor’s Responsibility to Examine RFP**

Vendors must examine all documents, forms, specifications, standard provisions, and instructions.

3. **Proposal as Property of State**

All written proposal material becomes the property of the State of Mississippi.

4. **Written Amendment to RFP**

Any interpretation of an ITS RFP will be made by written amendment only. The State will not be responsible for any other explanation of this RFP. A copy of any amendment will be posted on the ITS website, together with the associated RFP specification. Vendors are required to check the ITS website periodically for RFP amendments before the proposal opening date at: http://www.its.ms.gov/rfps/rfps_awaiting.shtml.

Any and all amendments will be posted no later than noon, seven days prior to the proposal opening date listed on the cover page of this RFP. Should you be unable to access the ITS website, you may contact the ITS technology consultant listed on page one of this RFP and request a copy.

5. **Oral Communications Not Binding**

Only transactions which are in writing from ITS may be considered official. No negotiations, decisions, or actions shall be executed by any Vendor as a result of any discussions with any State employee.

6. **Vendor’s Responsibility for Delivery**

Vendors must ensure, through reasonable and sufficient follow-up, proper compliance with, and fulfillment of all schedules and deliverables specified within the body of this RFP. The State will not be responsible for the failure of any delivery medium for

submission of information to or from the Vendor, including but not limited to, public and private carriers, U.S. mail, Internet Service Providers, facsimile, or e-mail.

7. **Evaluation Criteria**

The State's intent in issuing this RFP is to award a contract to the lowest and best responsive Vendor who meets specifications, considering price and other factors. The Vendor's past performance, cooperation, and ability to provide service and training are general factors that will be weighed in the selection process. More specific information concerning evaluation criteria is presented in *Technical Specifications*.

8. **Multiple Awards**

ITS reserves the right to make multiple awards.

9. **Right to Award in Whole or Part**

ITS reserves the right to approve an award by individual items or in total, whichever is deemed to be in the best interest of the State of Mississippi.

10. **Right to Use Proposals in Future Projects**

The State reserves the right to evaluate the awarded proposal from this RFP, including all products and services proposed therein, along with the resulting contractual terms, for possible use in future projects if (a) it is deemed to be in the best interest of the State to do so; and (b) the Vendor is willing to extend a cost less than or equal to that specified in the awarded proposal and resulting contract. A decision concerning the utilization of a Vendor's proposal for future projects is solely at the discretion of the State and requires the agreement of the proposing Vendor. The State's decision to reuse an awarded proposal will be based upon such criteria as: (1) the customer's business requirements; (2) elapsed time since the award of the original project; and/or (3) research on changes in the Vendor, market, and technical environments since the initial award.

11. **Price Changes During Award or Renewal Period**

A price increase will not be accepted during the award period or the renewal period, unless stipulated in the contract. However, the State will always take advantage of price decreases.

12. **Right to Request Information**

The State reserves the right to request information relative to a Vendor's references and financial status and to visit a Vendor's facilities during normal working hours. The State also reserves the right to request a current financial statement, prepared and certified by an independent auditing firm, and reserves the right to require that Vendors document their financial ability to provide the products and services proposed up to the total dollar amount of the Vendor's cost proposal. The State reserves the right to request information about the Vendor from any previous customer of the Vendor of whom the State is aware, even if that customer is not included in the Vendor's list of references.

13. **Vendor Personnel**

For RFPs including professional services specifications, the Vendor will be required to provide and/or certify the following for each individual included in the Vendor's proposal:

- 13.1 A direct telephone number at which the individual may be contacted for a telephone interview. The State will pay toll charges in the continental United States. The Vendor must arrange a toll-free number for all other calls.
- 13.2 That, if onsite interviews are required, the individual can be at the specified location in Mississippi within the timeframe specified. All costs associated with onsite interviews will be the responsibility of the Vendor.
- 13.3 That the individual is proficient in spoken and written English;
- 13.4 That the individual is a U.S. citizen or that the individual meets and will maintain employment eligibility requirements in compliance with all INS regulations. The Vendor must provide evidence of identification and employment eligibility prior to the award of a contract that includes any personnel who are not U. S. citizens.
- 13.5 That the personnel assigned to a project will remain a part of the project throughout the duration of the contract as long as the personnel are employed by the Vendor, unless replaced by the Vendor at the request of the State. This requirement includes the responsibility for ensuring all non-citizens maintain current INS eligibility throughout the duration of the contract.

14. **Vendor Imposed Constraints**

The Vendor must specifically document what limitations, if any, exist in working with any other Contractor acting in the capacity of the State's business partner, subcontractor or agent who may be managing any present or future projects; performing quality assurance; integrating the Vendor's software; and/or providing web-hosting, hardware, networking or other processing services on the State's behalf. The project relationship may be based on roles as either equal peers; supervisory – subordinate; or subordinate – supervisory, as determined by the State. The State recognizes that the Vendor may have trade secrets, intellectual property and/or business relationships that may be subject to its corporate policies or agreements. The State must understand these issues in order to decide to what degree they may impact the State's ability to conduct business for this project. These considerations will be incorporated accordingly into the proposal evaluation and selection process. The understanding reached between the Vendor and the State with regard to this business relationship precludes the Vendor from imposing any subsequent limitations of this type in future project undertakings by the State.

15. **Best and Final Offer**

The State reserves the right to solicit Best and Final Offers (BAFOs) from Vendors, principally in situations in which proposal costs eclipse available funding or the State believes none of the competing proposals presents a Best Value (lowest and best

proposal) opportunity. Because of the time and expense incurred by both the Vendor community and the State, BAFOs are not routinely conducted. Vendors should offer their best pricing with the initial solicitation. Situations warranting solicitation of a BAFO will be considered an exceptional practice for any procurement. Vendors that remain in a competitive range within an evaluation may be requested to tender Best and Final Offers, at the sole discretion of the State. All such Vendors will be provided an equal opportunity to respond with a Best and Final Offer under a procedure to be defined by the State that encompasses the specific, refined needs of a project, as part of the BAFO solicitation. The State may re-evaluate and amend the original project specifications should it be deemed necessary in order to improve the opportunity for attaining Best Value scenarios from among the remaining competing Vendors. All BAFO proceedings will be uniformly conducted, in writing and subject to solicitation by the State and receipt from the Vendors under a precise schedule.

16. **Restriction on Advertising**

The Vendor must receive written approval from the State before advertising or referencing the award of the contract or the services being provided. The Vendor must agree not to refer to awards in commercial advertising in such a manner as to state or imply that the firm or its services are endorsed or preferred by the State of Mississippi.

17. **Rights Reserved to Use Existing Product Contracts**

The State reserves the right on turnkey projects to secure certain products from other existing **ITS** contracts if it is in its best interest to do so. If this option is exercised, then the awarded Vendor must be willing to integrate the acquisition and implementation of such products within the schedule and system under contract.

18. **Additional Information to be Included**

In addition to answering each specification within this RFP, the Vendor must include complete product/service information, including product pictorials and technical/descriptive literature relative to any product/service offered with the proposal. Information submitted must be sufficiently detailed to substantiate that the products/services offered meet or exceed specifications.

19. **Valid Contract Required to Begin Work**

The successful Vendor should not commence any billable work until a valid contract has been executed. Any work done by the successful Vendor prior to the execution of the contract is done at the Vendor's sole risk. The State is under no obligation to pay for work done prior to the execution of a contract.

SECTION IV LEGAL AND CONTRACTUAL INFORMATION

The objective of the *Legal and Contractual Information* section is to provide Vendors with information required to complete a contract or agreement with **ITS** successfully.

1. **Acknowledgment Precludes Later Exception**

By signing the *Submission Cover Sheet*, the Vendor is contractually obligated to comply with all items in this RFP, including the *Standard Contract* in Exhibit A if included herein, except those specifically listed as exceptions on the *Proposal Exception Summary Form*. If no *Proposal Exception Summary Form* is included, the Vendor is indicating that he takes no exceptions. Vendors who respond to this RFP by signing the *Submission Cover Sheet* may not later take exception to any item in the RFP during contract negotiations. This acknowledgement also contractually obligates any and all subcontractors that may be proposed. No exceptions by subcontractors or separate terms and conditions will be entertained after the fact.

2. **Failure to Respond as Prescribed**

Failure to respond as described in Section II: *Proposal Submission Requirements* to any item in the sections and exhibits of this RFP, including the *Standard Contract* attached as Exhibit A, if applicable, shall contractually obligate the Vendor to comply with that item.

3. **Contract Documents**

ITS will be responsible for all document creation and editorial control over all contractual documentation related to each procurement project. The following documents will normally be included in all contracts between **ITS** and the Vendor:

- 3.1 The Proposal Exception Summary Form as accepted by **ITS**;
- 3.2 Contracts which have been signed by the Vendor and **ITS**;
- 3.3 **ITS'** Request for Proposal, including all addenda;
- 3.4 Official written correspondence from **ITS** to the Vendor;
- 3.5 Official written correspondence from the Vendor to **ITS** when clarifying the Vendor's proposal; and
- 3.6 The Vendor's proposal response to the **ITS** RFP.

4. **Order of Precedence**

When a conflict arises regarding contract intent due to conflicting statements in documents included in the contract, the order of precedence of each document is as listed above unless modification of order is negotiated and agreed upon by both **ITS** and the winning Vendor.

5. **Additional Contract Provisions**

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

6. **Contracting Agent by Law**

The Executive Director of **ITS** is, by law, the purchasing and contracting agent for the State of Mississippi in the negotiation and execution of all contracts for the acquisition of computer and telecommunications equipment, systems, software, and services (Section 25-53-1, et seq., of the Mississippi Code Annotated). **ITS** is issuing this RFP on behalf of the procuring agency or institution. **ITS** and the procuring agency or institution are sometimes collectively referred to within this RFP as "State."

7. **Mandatory Legal Provisions**

7.1 The State of Mississippi is self-insured; all requirements for the purchase of casualty or liability insurance are deleted.

7.2 Any provisions disclaiming implied warranties shall be null and void. See Mississippi Code Annotated Sections 11-7-18 and 75-2-719(4). The Vendor shall not disclaim the implied warranties of merchantability and fitness for a particular purpose.

7.3 The Vendor shall have no limitation on liability for claims related to the following items:

7.3.1 Infringement issues;

7.3.2 Bodily injury;

7.3.3 Death;

7.3.4 Physical damage to tangible personal and/or real property; and/or

7.3.5 The intentional and willful misconduct or negligent acts of the Vendor and/or Vendor's employees or subcontractors.

7.4 All requirements that the State pay interest (other than in connection with lease-purchase contracts not exceeding five years) are deleted.

7.5 Any contract negotiated under this RFP will be governed by and construed according to the laws of the State of Mississippi. Venue for the resolution of any dispute shall be Jackson, Hinds County, Mississippi.

7.6 Any contract negotiated under this RFP is cancelable in the event the funding authority does not appropriate funds. Notice requirements to Vendor cannot exceed sixty (60) days.

- 7.7 The State of Mississippi does not waive its sovereign immunities or defenses as provided by law by entering into this contract with the Vendor, Vendor agents, subcontractors, or assignees.
- 7.8 The State will deliver payments to the Vendor within forty-five (45) days after receipt of invoice and receipt, inspection, and approval of Vendor's products/services. No late charges will exceed 1.5% per month on any unpaid balance from the expiration of said period until payment is delivered. See Section 31-7-305 of the Mississippi Code Annotated. Seller understands and agrees that Purchaser is exempt from the payment of taxes.
- 7.9 The State shall not pay any attorney's fees, prejudgment interest or the cost of legal action to or for the Vendor.

8. Approved Contract

- 8.1 Award of Contract - A contract is considered to be awarded to a proposer once the proposer's offering has been approved as lowest and best proposal through:
 - 8.1.1 Written notification made to proposers on **ITS** letterhead, or
 - 8.1.2 Notification posted to the **ITS** website for the project, or
 - 8.1.3 CP-1 authorization executed for the project, or
 - 8.1.4 The **ITS** Board's approval of same during an open session of the Board.
- 8.2 **ITS** statute specifies whether **ITS** Director approval or **ITS** Board approval is applicable for a given project, depending on the total lifecycle cost of the contract.
- 8.3 A contract is not deemed final until five (5) working days after either the award of contract or post procurement review, as stipulated in the **ITS** Protest Procedure and Policy. In the event of a valid protest, the State may, at its sole discretion, continue the procurement or stay the procurement in accordance with the **ITS** Protest Procedure and Policy. If the procurement is stayed, the contract is not deemed final until the protest is resolved.

9. Contract Validity

All contracts are valid only if signed by the Executive Director of **ITS**.

10. Order of Contract Execution

Vendors will be required to sign contracts and to initial all contract changes before the Executive Director of **ITS** signs.

11. Availability of Funds

All contracts are subject to availability of funds of the acquiring State entity and are contingent upon receipt by the winning Vendor of a purchase order from the acquiring State entity.

12. **CP-1 Requirement**

All purchase orders issued for goods and services acquired from the awarded Vendor under this RFP must be encoded by the Customer agency with a CP-1 approval number assigned by **ITS**. This requirement does not apply to acquisitions that by policy have been delegated to State entities.

13. **Requirement for Electronic Payment and Invoicing**

13.1 Payments to the awarded Vendor for all goods and services acquired under this RFP by state agencies that make payments through the Statewide Automated Accounting System (“SAAS”) will be made electronically, via deposit to the bank account of the Vendor’s choice. The awarded Vendor must enroll and be activated in PayMode™, the State’s current vehicle for sending and receiving electronic payments, prior to receiving any payments from state agencies. There is no charge for a Vendor to enroll or receive payments via PayMode. For additional information on PayMode, including registration instructions, Vendors should visit the following website: <http://portal.paymode.com/ms/>. Vendors may also request assistance from the Mississippi Management and Reporting System (MMRS) Call Center regarding PayMode registration by contacting mash@dfa.state.ms.us.

13.2 For state agencies that make payments through SAAS, the awarded Vendor is required to submit electronically all invoices for goods and services acquired under this RFP, along with appropriate supporting documentation, as directed by the State. Should the requirement for electronic invoicing be implemented during the term of the project contract, the State will work with the Vendor to determine a reasonable timeframe for initiating electronic invoicing.

13.3 Items 13.1 and 13.2 only apply to state agencies that make payments through SAAS. Payments and invoices for all other entities will conform to their standard methods of payment to contractors.

14. **Time For Negotiations**

14.1 All contractual issues must be successfully negotiated within fifteen (15) working days from the Vendor’s initial receipt of the project contract from **ITS**, unless **ITS** consents to extend the period. Failure to complete negotiations within the stated time period constitutes grounds for rejection of the Vendor’s response to this RFP. **ITS** may withdraw the proposal award and begin negotiations with the next ranked Vendor immediately or pursue any other option.

14.2 Negotiations shall be limited to items to which the Vendor has noted as exceptions on their Proposal Exception Summary Form, as well as any new items that the State may require. All contract changes requested by the Vendor related to such exceptions noted in Vendor's proposal shall be submitted three (3) working days prior to scheduled negotiations, unless ITS consents to a different period.

15. **Prime Contractor**

The selected Vendor will be designated the prime contractor in the proposal, and as such, shall be solely responsible for all products/services offered in the proposal and for the fulfillment of the contract with the State.

16. **Sole Point of Contact**

ITS will consider the selected Vendor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

16.1 The Vendor must acknowledge and agree that in matters of proposals, clarifications, negotiations, contracts and resolution of issues and/or disputes, the Vendor represents all contractors, third parties and/or subcontractors the Vendor has assembled for this project. The Vendor's commitments are binding on all such parties and consequently the State is only required to negotiate with the Vendor.

16.2 Furthermore, the Vendor acknowledges and agrees to pass all rights and/or services related to all general consulting, services leasing, software licensing, warranties, hardware maintenance and/or software support to the State from any contractor, third party or subcontractor without the State having to negotiate separately or individually with any such parties for these terms or conditions.

16.3 Should a proposing Vendor wish to assign payment of any or all charges resulting from this contract to a third party, Vendor must disclose that fact in his/her proposal, along with the third party's name, address, nature of business, and relationship to the proposing Vendor, the reason for and purpose of the assignment, and all conditions of the assignment, including but not limited to a copy of an assignment document to be executed by the State, the Vendor, and the third party. Such assignments will be accepted or rejected at the sole discretion of the State. Vendor must clearly and definitively state in his/her proposal whether the proposal is contingent upon the requested assignment of payments. Whenever any assignment of payment is requested, the proposal, contract, and assignment document must include language specifically guaranteeing that the proposing Vendor is solely and fully liable and responsible for the performance of its obligations under the subject contract. No assignment of payment will be considered at the time of purchase unless such assignment was fully disclosed in the Vendor's proposal and subsequently accepted by the State.

17. **ITS Approval of Subcontractor Required**

Unless provided in the contract, the Vendor shall not contract with any other party for furnishing any of the contracted work or services without the consent, guidance, and written approval of the State. **ITS** reserves the right of refusal and the right to request replacement of a subcontractor due to unacceptable work or conduct. This provision should not be interpreted as requiring the approval of individual contracts of employment between the Vendor and personnel assigned for services under the contract.

18. **Inclusion of Subcontract Agreements**

Copies of any agreements to be executed between the Vendor and any subcontractors must be included in the Vendor's proposal.

19. **Negotiations with Subcontractor**

In order to protect the State's interest, **ITS** reserves the right to attempt to resolve the contractual disagreements that may arise between the Vendor and its subcontractor after award of the contract.

20. **References to Vendor to Include Subcontractor**

All references in the RFP to "Vendor" shall be construed to encompass both the Vendor and its subcontractors.

21. **Outstanding Vendor Obligations**

21.1 Any Vendor who presently owes the State of Mississippi money pursuant to any contract for which **ITS** is the contracting agent and who has received written notification from **ITS** regarding the monies owed, must submit, with the proposal, a certified check in the amount due and owing in order for the proposal in response to this RFP to be considered. For a Vendor currently in bankruptcy as of the RFP submission date, this requirement is met, if and only if, **ITS** has an active petition before the appropriate bankruptcy court for recovery of the full dollar amount presently owed to the State of Mississippi by that Vendor. If the Vendor has emerged from bankruptcy by the RFP submission date, the Vendor must pay in full any amount due and owing to the State, as directed in the court-approved reorganization plan, prior to any proposal being considered.

21.2 Any Vendor who is presently in default on existing contracts for which **ITS** is the contracting agent, or who otherwise is delinquent in the performance of any such contracted obligations, is in the sole judgment of the State required to make arrangement for fulfilling outstanding obligations to the satisfaction of the State in order for the proposal to be considered.

21.3 The State, at its sole discretion, may reject the proposal of a Vendor with any significant outstanding financial or other obligations to the State or who is in bankruptcy at the time of proposal submission.

22. **Equipment Condition**

For all RFPs requiring equipment, the Vendor must furnish only new equipment in response to **ITS** specifications, unless an explicit requirement for used equipment is otherwise specified.

23. **Delivery Intervals**

The Vendor's proposal must specify, in the *Cost Information Submission* and in response to any specific instructions in the *Technical Specifications*, delivery and installation intervals after receipt of order.

24. **Pricing Guarantee**

The Vendor must explicitly state, in the *Cost Information Submission* and in response to any specific instructions in the *Technical Specifications*, how long the proposal will remain valid. Unless stated to the contrary in the *Technical Specifications*, pricing must be guaranteed for a minimum of ninety (90) days.

25. **Shipping Charges**

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

26. **Amortization Schedule**

For all RFPs requiring equipment, contracts involving the payment of interest must include an amortization schedule clearly documenting the amount of interest payable over the term of the contract.

27. **Americans with Disabilities Act Compliance for Web Development and Portal Related Services**

All Web and Portal development work must be designed and implemented in compliance with the Electronic and Information Technology Accessibility Standards associated with Section 508 of the Rehabilitation Act and with the Web Accessibility Initiative (WAI) of the W3C.

28. **Ownership of Developed**

28.1 When specifications require the Vendor to develop software for the State, the Vendor must acknowledge and agree that the State is the sole owner of such developed software with exclusive rights to use, alter, or distribute the software without restriction. This requirement applies to source code, object code, and documentation.

28.2 The State may be willing to grant the Vendor a nonexclusive license to use the State's software subject to devising acceptable terms and license fees. This requirement is a matter of State Law, and not negotiable.

29. **Ownership of Custom Tailored Software**

In installations where the Vendor's intellectual property is modified and custom-tailored to meet the needs of the State, the Vendor must offer the State an application license entitling the State to use, and/or alter the software without restriction. These requirements apply to source code, object code and documentation.

30. **Terms of Software License**

The Vendor acknowledges and agrees that the term of all software licenses provided to the State shall be perpetual unless stated otherwise in the Vendor's proposal.

31. **The State is Licensee of Record**

The Vendor must not bypass the software contracting phase of a project by licensing project software intended for State use in its company name. Upon award of a project, the Vendor must ensure that the State is properly licensed for all software that is proposed for use in a project.

32. **Compliance with Enterprise Security Policy**

Any solution proposed in response to this RFP must be in compliance with the State of Mississippi's Enterprise Security Policy. The Enterprise Security Policy is based on industry-standard best practices, policy, and guidelines and covers the following topics: web servers, email, virus prevention, firewalls, data encryption, remote access, passwords, servers, physical access, traffic restrictions, wireless, laptop and mobile devices, disposal of hardware/media, and application assessment/certification. Given that information security is an evolving technology practice, the State reserves the right to introduce new policy during the term of the contract resulting from this RFP and require the Vendor to comply with same in the event the industry introduces more secure, robust solutions or practices that facilitate a more secure posture for the State of Mississippi.

The Enterprise Security Policy is available to third parties on a need-to-know basis and requires the execution of a non-disclosure agreement prior to accessing the policy. The Vendor may request individual sections of the Enterprise Security Policy or request the entire document. Prior to the Vendor receiving the requested policy information, the Vendor must sign and submit the non-disclosure agreement found on the ITS website, <http://www.its.ms.gov>, as follows: click on the "ITS Services" button on the left of the screen; select "Information Security", scroll to the bottom of the page, and click on the link "Enterprise Security Policy" under "Policies and Plans". The form can be found at the "Enterprise Security Policy" link under the "Third Party" heading. The complete web address is shown below:

http://www.its.ms.gov/security/docs/confidentiality_agreement_for_its_esp_for_web.pdf

Vendor must provide contact information (name, email address, phone number) that can be used to coordinate the secure delivery of the requested information.

33. **Negotiating with Next-Ranked Vendor**

Should the State cease doing business with any Vendor selected via this RFP process, for any reason, the State reserves the right to initiate negotiations with the next ranked Vendor.

34. **Disclosure of Proposal Information**

Vendors should be aware that any information in a proposal may be subject to disclosure or reproduction under the Mississippi Public Records Act of 1983, defined in Section 25-61-1 et seq. of the Mississippi Code Annotated. All disclosures of proposal information will be made in compliance with the **ITS** Public Records Procedures established in accordance with the Mississippi Public Records Act. The **ITS** Public Records Procedures are available in Section 019-010 of the **ITS** Procurement Handbook, on the **ITS** Internet site at: <http://dsitspe01.its.ms.gov/its/procman.nsf/TOC4?OpenView> or from **ITS** upon request.

As outlined in the Third Party Information section of the **ITS** Public Records Procedures, **ITS** will give written notice to any affected Vendor of a request to view or reproduce the Vendor's proposal or portion thereof. **ITS** will not, however, give such notice with respect to summary information prepared in connection with the State's review or evaluation of a Vendor's proposal, including, but not limited to, written presentations to the **ITS** Board or other approving bodies, and/or similar written documentation prepared for the project file. In addition, **ITS** will not provide third-party notice for requests for any contract executed as a result of this RFP, with the exception of information contained in contract exhibits identified and labeled as confidential during the contract negotiation process. **ITS** will provide third-party notice of requests for any such confidential exhibits to allow Vendor the opportunity to protect the information by court order as outlined in the **ITS** Public Records Procedures.

Summary information and contract terms, as defined above, become the property of **ITS**, who has the right to reproduce or distribute this information without notification.

Vendors should further be aware that requests for disclosure of proposal and contract information are sometimes received by **ITS** significantly after the proposal opening date. **ITS** will notify the signatory "Officer in Bind of Company" provided in Section I of this RFP for Notification of Public Records Requests in the event information is requested that your company might wish to consider protecting as a trade secret or as confidential commercial or financial information. If the "Officer in Bind of Company" should not be used for notification of public records requests, Vendor should provide the alternative contact information in response to this RFP item.

35. **Risk Factors to be Assessed**

The State will assess risk factors that may initially exist within a given procurement and that may develop over the course of a procurement process as facts become known. The State, at its sole discretion, may employ the following mechanisms in mitigating these risks: proposal bonding, performance bonding, progress payment plan with retainage, inclusion of liquidated damages, and withholding payment for all portions of the products/services acquired until final acceptance. The Vendor must agree to incorporate any or all of the above terms and conditions into the customer agreement.

36. **Proposal Bond**

The Vendor must include a proposal bond in the amount of \$20,000.00 with its RFP proposal. Vendor is specifically disallowed from taking exception to the proposal bond requirement. Proposals without proposal bonds will be rejected.

If a proposal bond is required, the security must be in the form of a bond, irrevocable letter of credit, certified check, or cashier's check (hereinafter, "security") payable to the **Mississippi Department of Education**, to be held by their contracting agent, the Mississippi Department of Information Technology Services, and must be placed in the front of the Vendor's proposal. The submission of an acceptable security is a condition precedent to a valid proposal, and the amount of the security is not negotiable or contestable. Any proposal received without the security will be rejected and returned to the Vendor without further consideration.

The security binds the Vendor to the commitments made in writing in the Vendor's proposal. The security will be forfeited in the event the awarded Vendor, at any time during the contract negotiation process, refuses to honor commitments made in its proposal, reneges on pricing, takes exception to any term or condition that was not addressed in the Vendor's written proposal, or fails to execute a contract as anticipated in the RFP and the Vendor's proposal, including documented exceptions, within fifteen (15) working days after the Vendor's initial receipt of the project contract from **ITS**, unless an extension is agreed to by **ITS**.

As stated in the RFP, the Vendor may take exception to any point without incurring any liability to provide items to which an exception has been taken. Likewise, the State has no obligation to accept any proposed exception. Should the State decide, at its sole discretion and at any point in the process, that an exception is NOT acceptable, **ITS** will reject the Vendor's proposal and return the Vendor's security.

The Vendor's security will be returned promptly after **ITS** and the successful Vendor have executed a contract or within ninety (90) days after opening the proposals if no letter of intent to award a contract has been sent. In the event that the successful Vendor fails to accept and sign the mutually negotiated contract, that Vendor shall be disqualified and **ITS** shall initiate negotiations with the next ranked Vendor until a contract is successfully negotiated, or **ITS** elects to cancel the procurement. The securities of all remaining Vendors will be returned when a contract has been successfully negotiated and executed, or when the procurement is canceled.

37. **Performance Bond/Irrevocable Bank Letter of Credit**

The Vendor must include the price of a performance bond or irrevocable bank letter of credit with its RFP proposal. If required, the cost of the bond or letter of credit must be shown as a separate line item in the *Cost Information Submission*. The performance bond or letter of credit must be procured at the Vendor's expense prior to the execution of the contract and may be invoiced to Mississippi Department of Education after contract initiation only if itemized in the *Cost Information Submission* and in the executed contract. **The final decision as to the requirement for a Performance Bond or**

Irrevocable Bank Letter of Credit will be made upon contract award and is at the State's sole discretion.

The Vendor must procure and submit to **ITS**, on behalf of **Mississippi Department of Education**, with the executed contract, (a) a performance bond from a reliable surety company authorized to do business in the State of Mississippi or (b) an irrevocable bank letter of credit that is acceptable to the State. The Performance Bond or the Irrevocable Letter of Credit shall be for the total amount of the contract or an amount mutually agreed upon by the State and the successful Vendor and shall be payable to **Mississippi Department of Education**, to be held by their contracting agent, the Mississippi Department of Information Technology Services. No contract resulting from this RFP will be valid until the required Performance Bond or Irrevocable Bank Letter of Credit has been received and found to be in proper form and amount. The Vendor agrees that the State has the right to request payment for a partial amount or the full amount of the Irrevocable Letter of Credit/Performance bond should the products/services being procured hereunder not be provided in a manner consistent with this RFP and the Vendor's proposal by the delivery dates agreed upon by the parties. The State may demand payment by contacting the bank issuing the letter of credit or the bonding company issuing the performance bond and making a written request for full or partial payment. The issuing bank/bonding company is required to honor any demand for payment from the State within fifteen (15) days of notification. The letter of credit/performance bond shall cover the entire contract period, with the exception of post-warranty maintenance and support, and shall not be released until final acceptance of all products and deliverables required herein or until the warranty period, if any, has expired, whichever occurs last. If applicable, and at the State's sole discretion, the State may, at any time during the warranty period, review Vendor's performance and performance of the products/services delivered and determine that the letter of credit/performance bond may be reduced or released prior to expiration of the full warranty period.

38. **Responsibility for Behavior of Vendor Employees/Subcontractors**

The Vendor will be responsible for the behavior of all its employees and subcontractors while on the premises of any State agency or institution. Any Vendor employee or subcontractor acting in a manner determined by the administration of any State agency or institution to be detrimental, abusive, or offensive to any of the staff or student body of any State agency or institution will be asked to leave the premises and can be suspended from further work on the premises.

39. **Protests**

The Executive Director of **ITS** and/or the Board Members of **ITS** or their designees shall have the authority to resolve Vendor protests in connection with the selection for award of a contract. Copies of the protest procedures are available on the **ITS** Internet site - **ITS** Protest Procedure and Policy, Section 019-020, **ITS** Procurement Handbook at: <http://dsitspe01.its.ms.gov/its/procman.nsf/TOC4?OpenView> or from **ITS** upon request.

40. **Protest Bond**

Potential Vendors may protest any of the specifications of this RFP on the belief that the specification is unlawful, unduly restrictive, or unjustifiably restraining to competition. Any such protest must be in writing and submitted to the **ITS** Executive Director along with the appropriate protest bond within five (5) working days of the Official Release of the RFP, as defined in the **ITS** Protest Procedure and Policy. The outside of the envelope must be marked "Protest" and must specify RFP number 3662.

As a condition precedent to filing any protest related to this procurement, the Vendor must procure, submit to the **ITS** Executive Director with its written protest, and maintain in effect at all times during the course of the protest or appeal thereof, a protest bond in the full amount of the total estimated project lifecycle cost or \$250,000.00, whichever is less. The total estimated project lifecycle cost will be the amount used by **ITS** in the computation of cost points, as the low cost in the denominator of the cost evaluation formula. The bond shall be accompanied by a duly authenticated or certified document evidencing that the person executing the bond is a licensed Mississippi agent for the bonding company. This certified document shall identify the name and address of the person or entity holding the protest bond and shall identify a contact person to be notified in the event that the State is required to take action against the bond. The protest bond shall not be released to the protesting Vendor until the protest is finally resolved and the time for appealing said protest has expired. The protest bond shall be procured at the protesting Vendor's expense and be payable to the Mississippi Department of Information Technology Services. Prior to approval of the protest bond, **ITS** reserves the right to review the protest bond and require the protesting Vendor to substitute an acceptable bond in such form as the State may reasonably require. The premiums on such bond shall be paid by the protesting Vendor. The State may claim against the protest bond as specified in Section 25-53-5 (n) of the Mississippi Code of 1972, as amended during the 1998 Mississippi legislative session, in addition to all other rights and remedies the State may have at law or in equity.

Should the written protest submitted by the Vendor fail to comply with the content requirements of **ITS'** protest procedure and policy, fail to be submitted within the prescribed time limits, or fail to have the appropriate protest bond accompany it, the protest will be summarily dismissed by the **ITS** Executive Director.

41. **Mississippi Employment Protection Act**

Effective July 1, 2008, Vendor acknowledges that if awarded, it will ensure its compliance with the Mississippi Employment Protection Act, Section 71-11-1, et seq. of the Mississippi Code Annotated (Supp2008), and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Vendor will agree to maintain records of such compliance and, upon request of the State, to provide a copy of each such verification to the State.

Vendor acknowledges and certifies that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi.

Vendor acknowledges that violating the E-Verify Program (or successor thereto) requirements subjects Vendor to the following: (a) cancellation of any state or public contract and ineligibility for any state or public contract for up to three (3) years, with notice of such cancellation being made public, or (b) the loss of any license, permit, certification or other document granted to Vendor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. Vendor would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit.

SECTION V PROPOSAL EXCEPTIONS

Please return the *Proposal Exception Summary Form* at the end of this section with all exceptions to items in any Section of this RFP listed and clearly explained or state “No Exceptions Taken.” If no *Proposal Exception Summary Form* is included, the Vendor is indicating that he takes no exceptions to any item in this RFP document.

1. Unless specifically disallowed on any specification herein, the Vendor may take exception to any point within this RFP, including a specification denoted with “shall” or “must,” as long as the following are true:
 - 1.1 The specification is not a matter of State law;
 - 1.2 The proposal still meets the intent of the RFP;
 - 1.3 A *Proposal Exception Summary Form* is included with Vendor’s proposal; and
 - 1.4 The exception is clearly explained, along with any alternative or substitution the Vendor proposes to address the intent of the specification, on the *Proposal Exception Summary Form*.
2. The Vendor has no liability to provide items to which an exception has been taken. **ITS** has no obligation to accept any exception. During the proposal evaluation and/or contract negotiation process, the Vendor and **ITS** will discuss each exception and take one of the following actions:
 - 2.1 The Vendor will withdraw the exception and meet the specification in the manner prescribed;
 - 2.2 **ITS** will determine that the exception neither poses significant risk to the project nor undermines the intent of the RFP and will accept the exception;
 - 2.3 **ITS** and the Vendor will agree on compromise language dealing with the exception and will insert same into the contract; or
 - 2.4 None of the above actions is possible, and **ITS** either disqualifies the Vendor’s proposal or withdraws the award and proceeds to the next ranked Vendor.
3. Should **ITS** and the Vendor reach a successful agreement, **ITS** will sign adjacent to each exception which is being accepted or submit a formal written response to the *Proposal Exception Summary* responding to each of the Vendor’s exceptions. The *Proposal Exception Summary*, with those exceptions approved by **ITS**, will become a part of any contract on acquisitions made under this RFP.
4. An exception will be accepted or rejected at the sole discretion of the State.

5. The State desires to award this RFP to a Vendor or Vendors with whom there is a high probability of establishing a mutually agreeable contract, substantially within the standard terms and conditions of the State's RFP, including the *Standard Contract* in Exhibit A, if included herein. As such, Vendors whose proposals, in the sole opinion of the State, reflect a substantial number of material exceptions to this RFP, may place themselves at a comparative disadvantage in the evaluation process or risk disqualification of their proposals.

6. For Vendors who have successfully negotiated a contract with **ITS** in the past, **ITS** requests that, prior to taking any exceptions to this RFP, the individual(s) preparing this proposal first confer with other individuals who have previously submitted proposals to **ITS** or participated in contract negotiations with **ITS** on behalf of their company, to ensure the Vendor is consistent in the items to which it takes exception.

PROPOSAL EXCEPTION SUMMARY FORM

List and clearly explain any exceptions, for all RFP Sections and Exhibits, in the table below.

ITS RFP Reference	Vendor Proposal Reference	Brief Explanation of Exception	ITS Acceptance (sign here only if accepted)
(Reference specific outline point to which exception is taken)	(Page, section, items in Vendor's proposal where exception is explained)	(Short description of exception being made)	
1.			
2.			
3.			
4.			
5.			
6.			
7.			

SECTION VI RFP QUESTIONNAIRE

Please answer each question or provide the information as requested in this section.

1. **Statewide Automated Accounting System (SAAS) Information for State of Mississippi Vendor File**

1.1 **SAAS Vendor Code:** Any Vendor who has not previously done business with the State and has not been assigned a SAAS Vendor code should furnish a signed copy of an IRS W-9 form with the proposal. A copy of the W-9 Form can be obtained by going to the ITS website, <http://www.its.ms.gov>, clicking on the "Procurement" button to the left of the screen, selecting "Vendor Information", scrolling to the bottom of the page, and clicking on the link "Forms Required in RFP Responses." Vendors who have previously done business with the State should furnish ITS with their SAAS Vendor code.

SAAS Vendor Code: _____ OR Signed W-9 Form Attached: _____

1.2 **Vendor Self-Certification Form:** The State of Mississippi, in an effort to capture participation by minority Vendors, asks that each Vendor review the State of Mississippi Minority Vendor Self Certification Form. This information is for tracking/reporting purposes only, and will not be used in determining which Vendor will be chosen for the project. Any Vendor who can claim status as a Minority Business Enterprise or a Woman Business Enterprise in accordance with the definitions on this form and who has not previously submitted a form to the State of Mississippi should submit the completed form with the proposal. A copy of the Minority Vendor Self-Certification Form can be obtained at: http://www.mississippi.org/assets/docs/minority/minority_vendor_selfcertform.pdf. Please direct any questions about minority certification in Mississippi to the Minority Business Enterprise Division of the Mississippi Development Authority by telephone at (601) 359-3448 or via email at minority@mississippi.org.

Minority Vendor Self-Certification Form Included: _____
Minority Vendor Self-Certification Form Previously Submitted: _____
Not claiming Minority or Women Business Enterprise Status: _____

2. **Certification of Authority to Sell**

The Vendor must certify Vendor is a seller in good standing, authorized to sell and able to deliver all items and related services proposed in the State of Mississippi in the time frame specified. Does the Vendor make these certifications? (A yes or no answer is required.)

3. **Certification of No Conflict of Interest**

Mississippi law clearly forbids a direct or indirect conflict of interest of a company or its employees in selling to the State. The Vendor must answer and/or provide the following:

- 3.1 Does there exist any possible conflict of interest in the sale of items to any institution within **ITS** jurisdiction or to any governing authority? (A yes or no answer is required.)
- 3.2 If the possibility of a conflict does exist, provide a list of those institutions and the nature of the conflict on a separate page and include it in your proposal. The Vendor may be precluded from selling to those institutions where a conflict of interest may exist.

4. **Pending Legal Actions**

- 4.1 Are there any lawsuits or other legal proceedings against the Vendor that pertain to any of the software, hardware, or other materials and/or services which are a part of the Vendor's proposal? (A yes or no answer is required.)
- 4.2 If so, provide a copy of same and state with specificity the current status of the proceedings.

5. **Non-Disclosure of Social Security Numbers**

Does the Vendor acknowledge that any information system proposed, developed, or modified under this RFP that disseminates, in any form or manner, information or material that contains the Social Security Number of an individual, has mechanisms in place to prevent the inadvertent disclosure of the individual's Social Security Number to members of the general public or to persons other than those persons who, in the performance of their duties and responsibilities, have a lawful and legitimate need to know the individual's Social Security Number? This acknowledgement is required by Section 25-1-111 of the Mississippi Code Annotated.

6. **Order and Remit Address**

The Vendor must specify both an order and a remit address:

Order Address:

Remit Address (if different):

7. **Web Amendments**

As stated in Section III, **ITS** will use the **ITS** website to post amendments regarding RFPs before the proposal opening at http://www.its.ms.gov/rfps/rfps_awaiting.shtml. We will post clarifications until noon seven days prior to the proposal opening date listed on the cover page of this RFP or the posted extension date, if applicable.

Vendors may list any questions or items needing clarification discovered in the week prior to the proposal opening in a written format at the beginning of the proposal binder or in the comment section for the individual offering.

Does the Vendor certify that they have reviewed a copy of the **ITS** amendments for RFPs as above stated? (A yes or no answer is required.)

SECTION VII TECHNICAL SPECIFICATIONS

1. How to Respond to this Section

- 1.1 Beginning with Item 2.1 of this section, label and respond to each outline point in this section as it is labeled in the RFP.
- 1.2 The Vendor must respond with “ACKNOWLEDGED,” “WILL COMPLY” or “AGREED” to each point in this section. In addition, many items in this RFP require detailed and specific responses to provide the requested information. Failure to provide the information requested will result in the Vendor receiving a lower score for that item, or, at the State’s sole discretion, being subject to disqualification.
- 1.3 “ACKNOWLEDGED” should be used when no vendor response or vendor compliance is required. “ACKNOWLEDGED” simply means the vendor is confirming to the State that he read the statement. This is commonly used in the RFP sections where the agency’s current operating environment is described or where general information is being given about the project.
- 1.4 “WILL COMPLY” or “AGREED” are used interchangeably to indicate that the vendor will adhere to the requirement. These terms are used to respond to statements that specify that a vendor or vendor’s proposed solution must comply with a specific item or must perform a certain task.
- 1.5 If the Vendor cannot respond with “ACKNOWLEDGED,” “WILL COMPLY,” or “AGREED,” then the Vendor must respond with “EXCEPTION.” (See Section V, for additional instructions regarding Vendor exceptions.)
- 1.6 Where an outline point asks a question or requests information, the Vendor must respond with the specific answer or information requested.
- 1.7 In addition to the above, Vendor must provide explicit details as to the manner and degree to which the proposal meets or exceeds each specification.

2. Mandatory Provisions in Technical Requirements for this RFP

- 2.1 Certain items in the technical specifications of this RFP are MANDATORY. Vendors are specifically disallowed from taking exception to these mandatory requirements, and proposals that do not meet all mandatory requirements are subject to immediate disqualification, at the sole discretion of the State.
- 2.2 The requirements for the three (3) references as detailed in Section IX, Item 1.2 must be met. Any proposal received from a Vendor that does not meet these requirements will be rejected.

- 2.3 On-site attendance at the Vendor Conference on Monday, June 20, 2011 is mandatory for any Vendor who intends to submit an RFP response. No exceptions will be granted to this requirement. Any proposal received from a Vendor who did not have an authorized representative at the Vendor Conference will be rejected.

3. General Overview and Background

- 3.1 The Mississippi Department of Education (MDE) is seeking software, hardware (if required), and services from a qualified Vendor to augment the reporting capabilities of the Mississippi Student Information System (MSIS) with a Data Warehouse/Business Intelligence (BI) System. This project is funded through and governed by the Statewide Longitudinal Data Systems (SLDS) Grant Program from the United States Department of Education (USDOE).
- 3.2 The MDE currently maintains and facilitates several statewide databases that collect information at the student, teacher, administrator, school, district, and state levels. The backbone of this system is referred to as MSIS (Mississippi Student Information System). Other databases maintained by MDE include those for Teacher Licensure, School Payment System, Migrant Information System, special education, English language learners, homeless students, and student assessment.
- 3.3 As the backbone of the MDE data system, MSIS provides for the electronic collection and storage of comprehensive data on public school teachers, administrators, students (K-12), and school board members, going back as far as the 2001-2002 academic year. MSIS also allows for the electronic transfer of student records from one school district to another. Data files are collected on a daily and monthly basis. MSIS is designed to accept an XML file submission of specific student and personnel data elements from a district. On a monthly basis, each district builds an XML file that is submitted to a holding area where MSIS runs a series of checks. Upon completion of all checks, a report is produced for each district to review and approve. When the report is approved, MSIS automatically moves the data from the virtual holding area to the MSIS final database.
- 3.4 MDE and the Mississippi Department of Finance and Administration (DFA) partnered to implement a school payment reimbursement system. The School Payment System (SPS) allows local school districts and MDE program offices to submit requests for reimbursement. SPS allows them to monitor their budget balances for loans, subsidies and grants via the Internet 24/7. The MDE Office of Management Information Systems administers the centralized database.
- 3.5 The MDE also has the Educator Licensure Management System (ELMS), an internet based application used by internal and external users of teacher certification data. The system is a comprehensive credentialing application used by Office of Educator Licensure and is integrated with data from the MSIS. The

application has dynamic query and reporting capabilities. This system allows for educators to apply for certificate renewal online.

4. **Procurement Project Schedule**

Task	Date
First Advertisement Date for RFP	06/07/2011
Second Advertisement Date for RFP	06/14/2011
Vendor Conference	10:00 a.m. Central Time on 06/20/2011
Deadline for Vendor's Written Questions	3:00 p.m. Central Time on 06/28/2011
Deadline for Questions Answered and Posted to ITS Web Site	07/07/2011
Open Proposals	07/28/2011
Evaluation of Proposals	07/29/2011 – 09/09/2011
ITS Board Presentation	
Contract Negotiation	09/12/2011 – 09/30/2011
MDE Board Presentation	09/15/2011 – 09/16/2011
Proposed Project Start-up	10/03/2011
Training	04/2012 – 05/2012
Project Go-Live Deadline	05/31/2012

5. **Statement of Understanding**

5.1 Vendors may request additional information or clarifications to this RFP using the following procedure:

5.1.1 Vendors must clearly identify the specified paragraph(s) in the RFP that is in question.

5.1.2 Vendor must deliver a written document to Cheryl Yelverton at **ITS** by June 28, 2011, at 3:00 p.m. Central Time. This document may be delivered by hand, mail, email, or fax. Address information is given on page one of this RFP. The fax number is (601) 713-6380. **ITS WILL NOT BE RESPONSIBLE FOR DELAYS IN THE DELIVERY OF QUESTION DOCUMENTS.** It is solely the responsibility of the vendor that the clarification document reaches **ITS** on time. Vendors may contact Cheryl Yelverton to verify the receipt of their document. Documents received after the deadline will be rejected.

- 5.1.3 All questions will be compiled and answered, and a written document containing all questions submitted and corresponding answers will be posted on the **ITS** web site by close of business on July 7, 2011.
- 5.2 The awarded Vendor is required to sign a Confidentiality Agreement with MDE. The Confidentiality Agreement is included as Exhibit B to this RFP.
- 5.3 The Vendor agrees that all data loaded into or utilized by the Data Warehouse/BI Solution either before or after go-live is solely owned by the State.
- 5.4 The State deems performance of the Vendor on existing contracts and support after the sale, or provision of services, to be of critical importance. Therefore, in the evaluation process for contract award of this RFP, Vendors with good performance ratings on existing accounts will be at a decided advantage, while Vendors with poor performance ratings will be at a decided disadvantage or be subject to disqualification at the discretion of the State.
- 5.5 The Vendor must understand and provide information in his response to support a deliverable-based project. The Project Work Plan and the *Cost Information Submission* should define and denote milestones and deliverables, both paid and unpaid, for the entirety of the project.
- 5.6 The Vendor will perform all work associated with this project in Jackson, Mississippi.
- 5.7 Other Vendors may be listed in these requirements when referencing service(s) provided to the State. Any mention of other Vendors in these requirements is subject to change based upon the expiration of any current agreements or the acquisition of future agreements during this RFP process.
- 5.8 MDE intends to be fully involved in all aspects of the project and will assign a full time project manager and a senior manager for QA/oversight. MDE functional analysts will be fully involved as members of the project team.
- 5.9 Knowledge transfer will be a key element/requirement of this project. The Vendor must provide all software components and implementation services (e.g., analysis, design, development/customization, integration, data conversion, installation, training, support and other services) with sufficient knowledge transfer to State personnel as necessary for turnkey implementation of the proposed solution.
- 5.10 The Vendor is expected to make all project records accessible during the duration of the project and for up to three years after the project completion date.

- 5.11 All findings, designs, documentation, and other deliverables produced under this contract become the exclusive property of the State for use without restriction.
- 5.12 The State acknowledges that the functional specifications for the system requested by this RFP are not exhaustive. Rather, these specifications reflect the known requirements necessary for the successful integration and implementation of a fully functional, efficient, turnkey, data warehouse/BI solution. Vendor is tasked with proposing a complete system and fully describing those system features, if applicable, that meet these known specifications, and that address functionality not covered in this RFP. The State expects the Vendor to identify and outline any area that was overlooked or misstated.
- 5.13 If any component(s) necessary for the successful operation of the requested system is omitted from Vendor's proposal, Vendor must be willing to provide the component(s) at no additional cost.

6. Vendor Qualifications

- 6.1 The Vendor must provide a description of his organization with sufficient information to substantiate proven expertise in the products and services being requested in this RFP. Information to be provided includes, but is not limited to:
 - 6.1.1 Disclosure of any company restructurings, mergers, and acquisitions over the past 3 years that have impacted any products the Vendor has included in this proposal;
 - 6.1.2 The location of its principal office and the number of executive and professional personnel employed at this office;
 - 6.1.3 The number of years the Vendor has been in business;
 - 6.1.4 The number of years the Vendor has been providing products and services similar to those being proposed;
 - 6.1.5 The organization's size (e.g., employees, offices, locations) and structure (e.g., state, national, or international organization);
 - 6.1.6 The Vendor's relationship to any parent firms, sister firms, or subsidiaries; and
 - 6.1.7 If incorporated, the Vendor must provide the name and the state of incorporation.
- 6.2 The Vendor must indicate the number of implementations his company has performed for state/federal government entities which perform similar functions in their respective state/area/province as are required by this RFP.

- 6.3 The Vendor must indicate the number of SLDS grant implementations his company has performed in the past three years.
 - 6.3.1 Vendor must describe the products and services provided and the stage of development of those products and services.
 - 6.3.2 The Vendor must indicate the number of clients for which his company is currently providing maintenance and support.
- 6.4 The Vendor must describe any proposed solutions, or solutions that are currently in developmental phases, for project implementations of the same scope (i.e., Data Warehouse/BI Systems (specifically noting SLDS implementations)), including adherence to schedule, budget, and quality on these projects.
- 6.5 A copy of the corporation's most recent annual report, including consolidated balance sheets and related statements of income, stockholders' or partners' equity and changes in financial position, for each of the three fiscal years preceding the end of the most recent fiscal year must be provided. The financial information listed above should be compiled, reviewed, and audited by a Certified Public Accountant.

7. Vendor Requirements

- 7.1 It is the Vendor's responsibility, in coordination with the State Project Manager, to perform analysis, design, customization and/or development, integration and implementation with MDE approval points throughout the life of the project.
- 7.2 The Vendor must furnish and maintain all software, databases, and interfaces as necessary to deploy the system as defined herein.
- 7.3 MDE requires the Vendor to have staff on-site during various stages of the project including, but not limited to, gap analysis, design, configuration/implementation, training, technical knowledge transfer, and system go-live. The Vendor must fully discuss the approach and percentage of commitment of staff and time on-site versus off-site for the duration of this project.
- 7.4 For work being performed on site in Jackson, the State will provide limited office workspace and communications necessary for implementation on MDE's infrastructure. On site work must be performed during normal MDE business hours, 8:00 AM until 5:00 PM Central Time, Monday through Friday. The Vendor is expected to provide equipment for the staff assigned (laptop or desktop configured with a 10/100 Ethernet card that will allow connectivity with MDE's network) with the necessary hardware for implementation.
- 7.5 Vendor must provide a qualified Project Manager to manage all aspects of the project and act as the point of contact for the duration of the project.

- 7.5.1 Vendor must obtain the approval/sign-off from the State of all tasks and the time schedule for completion of said tasks prior to commencing performance, if not already contained in the approved Project Work Plan;
 - 7.5.2 Vendor must notify the Customer's designated technical and Project managers of all meetings related to the Project so as to allow their participation in said meetings;
 - 7.5.3 Vendor must make available to the State Project team members all Project work papers and Work-in-Progress for review;
 - 7.5.4 Vendor must ensure that the Vendor Project Manager and the State Project Manager work closely together;
 - 7.5.5 Vendor must meet with the State on a regular basis to discuss the status of the Project;
 - 7.5.6 Vendor must, in coordination with the State Project Team, establish and administer controls to ensure the quality of deliverables are acceptable to MDE;
 - 7.5.7 Vendor must maintain a detailed work plan and schedule in conjunction with MDE, throughout the project acquiring sign-off from MDE each time dates in the work plan are updated or changed; and
 - 7.5.8 Vendor must monitor project activities to ensure project schedules are met.
- 7.6 The Vendor must propose appropriate quantity and quality of staff to ensure successful completion of this project (including, but not limited to, project management, analysis, design, development/customization, data conversion, testing, implementation, data base administration, and training).
- 7.6.1 Vendor must clearly define all individuals and proposed roles for the duration of this project.
 - 7.6.2 All individuals proposed for this project must have a minimum of one year of experience in the role proposed. Additional consideration may be given to the Vendors whose proposed staff exceeds the minimum requirements.
 - 7.6.3 Individuals proposed must have experience with the technologies currently utilized at MDE including, but not limited to:
 - 7.6.3.1 Oracle Version 10g/11g;

7.6.3.2 Sun Servers;

7.6.3.3 Storage Systems;

7.6.3.4 Backup Systems;

7.6.3.5 LAN/WAN network; and

7.6.3.6 Various Microsoft products including Sharepoint, Windows Server OS.

7.6.4 The Vendor must provide, in their proposal, an organizational chart identifying personnel proposed for the project and the chain of command inside the Vendor's organization for that designated staff.

7.7 The Vendor must provide resumes and references for each key individual to be assigned to the project. MDE reserves the right to approve all individuals assigned to this project. Resumes must reflect qualifications and recent experience relevant to the scope of the work indicated in this RFP. Resumes must include at least three references that can be directly contacted to verify the individual's qualifications and experience. Resumes should list the following information for each project reference provided by individual:

7.7.1 Company name;

7.7.2 Immediate supervisor's name;

7.7.3 Immediate supervisor's title;

7.7.4 Supervisor's phone number;

7.7.5 Supervisor's fax number;

7.7.6 Supervisor's e-mail address;

7.7.7 Brief description of the project;

7.7.8 Duration of project; and

7.7.9 Individual's role in the project.

7.8 Upon contract award, the Contractor must commit the key personnel named in the proposal and must specify the percentage of time each person will commit to the project. The proposed individuals should possess the necessary skills and certifications for each proposed role.

- 7.9 Key individuals must be available to work on the project once an award is made and a contract is signed. All Vendor's key staff members proposed must be approved by MDE prior to the start of the project. Any replacement or substitution of staff as proposed requires written approval from MDE prior to replacement or substitution.
- 7.10 Vendor must acknowledge and agree that all Vendor personnel as well as subcontractor personnel, if applicable, assigned to this project will exercise due care with respect to the use, preservation, and safekeeping of confidential information (i.e., confidential information related to students, teachers, state employees, citizens, and schools) that in the course of the project work they observe or otherwise come in contact with and will exercise due care to prevent disclosure to unauthorized third parties and to prevent unauthorized use of the confidential information, as is the customary and accepted practice within the industry.
- 7.10.1 Vendor must acknowledge that there are Federal and State laws protecting the confidentiality of information contained within the data systems (e.g., student records, social security numbers, health records, etc.) and disclosure of this data may lead to civil and criminal penalties.
- 7.11 The Vendor must describe the issue resolution escalation process that will be used within the Vendor's organization to resolve any problems or issues that may arise during the course of the project.
- 7.12 The Vendor Project Manager will work with the State Project Manager, during project initiation, to set standards for all aspects of the project (e.g., time of the regularly scheduled project meetings, project communication, information to be included, and the format of the written status reports, etc.).
- 7.13 Vendor must facilitate discussions with the project team, utilizing industry best practices, to determine the best course of action for incorporating the changes necessary for implementing the proposed solution. Vendor must document the agreed upon course of action.
- 7.14 The Vendor must fully discuss the approach planned for this project including outlining all issues identified as pertinent to this undertaking as well as defining a methodology for producing the desired results. For each issue identified, the Vendor must detail key elements of the problem task(s) and the manner in which a resolution will be approached.
- 7.15 Vendor must prepare written deliverables to be validated by MDE prior to the actual development/customization.
- 7.15.1 Deliverables include, but are not limited to:

- 7.15.1.1 Current Processes document;
 - 7.15.1.2 Gap analysis;
 - 7.15.1.3 Data dictionary;
 - 7.15.1.4 Data Modeling deliverables;
 - 7.15.1.5 Business rules;
 - 7.15.1.6 Logical data model;
 - 7.15.1.7 Detailed system design;
 - 7.15.1.8 Use cases;
 - 7.15.1.9 Data mapping;
 - 7.15.1.10 Data extraction and population design;
 - 7.15.1.11 Implementation plan; and
 - 7.15.1.12 Acceptance test plan.
- 7.15.2 Vendor must include in their proposal an example of each deliverable listed they have developed in the past.
 - 7.15.3 Vendor must include project information where the deliverable examples were utilized in the past.
- 7.16 Vendor must facilitate an iterative review process of any deliverable produced by the Vendor for this project until Vendor receives sign-off by MDE.
 - 7.17 The State is relying on the Vendor to recommend a work plan, implementation schedule, and an expedient economical approach that is advantageous to the State.
 - 7.18 The State strongly desires that the Vendor propose an implementation plan that is best suited for ensuring that MDE can assume operational competency with the new system without imposing an unacceptable burden to the State.
 - 7.19 For this proposal, the Vendor must submit an initial Project Work Plan including activities, tasks, proposed personnel, estimated hours for each task, timeframes for each project task, assigned resources by name and/or title, major project milestones, quality assurance checkpoints, and all scheduled deliverables with targeted start and end dates.

- 7.19.1 Vendor should make any assumptions necessary to create Project Work plan and document all assumptions made.
 - 7.19.2 Vendor must clearly define State resource requirements and the skill levels required for each specified State resource. This work plan should include all phases of implementation (data conversion, installation, testing, and go-live). This work plan should specify tasks in terms of months, weeks, or days from contract signing.
 - 7.19.3 Upon project award, the Vendor and MDE will jointly modify the generic plan to develop a mutually agreed upon project work plan.
 - 7.19.4 The State expects the Vendor to work with the State Project Manager to ensure effective project management during all phases.
 - 7.19.5 The Project Work Plan must allow reasonable time for the State to review and approve task completion deliverables, without interrupting the Vendor's continuing progress toward completion of the project. A minimum of 10 business days will be required for the State to review and approve each written deliverable.
 - 7.19.6 The project work plans must be structured so as to minimize disruption and interference with the State's daily operations.
 - 7.19.7 All work plans, project plans, and schedules must be produced in Microsoft Project.
 - 7.19.8 Awarded Vendor must prepare and submit to MDE, as the first deliverable of the project, a final work plan and project schedule for review and approval. This plan is due no later than fourteen (14) calendar days after contract execution.
 - 7.19.9 Awarded Vendor is responsible for maintaining/updating the "official, approved" work plan for the project. Each time the project work plan is updated, Vendor must submit to State for review and approval.
- 7.20 Tasks performed by the Vendor for this project must follow standard IT industry "best practices" including, but not limited to:
- 7.20.1 Project lifecycle definition;
 - 7.20.2 Gap analysis/requirements gathering and documentation;
 - 7.20.3 Design Methodology;
 - 7.20.4 GUI standards;

- 7.20.5 Testing standards including unit, integration, and system testing;
 - 7.20.6 Change Management pre and post production; and
 - 7.20.7 Software documentation standards.
- 7.21 Vendor should be aware that payments for this project will be made on a deliverables-based schedule, upon State acceptance of the agreed upon deliverables/milestones. The State requires that deliverables be tied to significant project milestones.

8. Technical Requirements

- 8.1 The State desires to purchase a commercial-off-the-shelf (COTS) solution customized to support the needs of the State to meet the requirements listed in this RFP. The State may also consider a solution developed using a commercially available Data Warehouse/BI system (e.g., SAS, Oracle BI, Cognos, etc.).
- 8.1.1 Even though some development may be required to meet many of the requirements set forth in this RFP, the State expects Vendors to propose existing modules to satisfy at a minimum, a subset of the functionality required in this RFP. Proposing a solution that would require complete custom development is not acceptable.
 - 8.1.2 If the Vendor is proposing a COTS based solution, Vendor must clearly outline and define in their proposal:
 - 8.1.2.1 The development environment utilized;
 - 8.1.2.2 What is standard with the package;
 - 8.1.2.3 What is customization;
 - 8.1.2.4 What would require development (i.e., does not currently exist in the proposed solution); and
 - 8.1.2.5 What functionality/requirements already exists in a developed application/module of the proposed solution.
- 8.2 The development and support of an Enterprise Data Warehouse/Business Intelligence System for MDE resulting from the requirements contained in RFP No. 3662 is for the intent of:
- 8.2.1 Augmenting the current data collected and maintained by MDE to support state and federal reporting requirements;

- 8.2.2 Providing technical, program and policy integration of educational data from various source systems maintained by MDE which are currently not integrated and operate independently of one another; and
- 8.2.3 Providing MDE with the means to provide Mississippi's statewide longitudinal data system the K12 (kindergarten through grade 12) data for which MDE has been tasked.
- 8.2.4 Automate the Federal reporting requirements of the USDOE Eden/EDFacts reporting system.

8.3 Infrastructure Requirements

- 8.3.1 The Vendor must provide a detailed list and description of all hardware, including servers, desktops, and communications equipment required for optimal operation of the proposed solution. Descriptions must include exact specifications and capacities for all required equipment and hardware for the successful implementation of the proposed solution with full functioning development, quality assurance, production, and training environments (including disk storage configuration, memory requirements, interface(s), tape backup, and any other system components required). Hardware detailed must be able to support the proposed solution for 3 to 5 years. Recommendations detailed must utilize the Vendor's standard growth estimate model and a description of the growth estimate model must be included. Vendor must specify hardware configurations that are not brand specific. It should be understood that the Vendor must work with the State's hardware supplier(s) to ensure a successful implementation of the proposed solution.
- 8.3.2 The Vendor must list and describe all software required for the optimal operation and successful implementation of the proposed solution including, but not limited to, operating systems, utility software, and software required for communications and security.
 - 8.3.2.1 Vendor must indicate whether the proposed solution is dependent on specific software versions.
 - 8.3.2.2 List all minimum software version levels required for implementation.
 - 8.3.2.3 Indicate whether the system relies on any third party software.

- 8.4 The Vendor must perform data analysis of MDE's current State and Federal reporting requirements to determine and document the source(s) of data.
- 8.4.1 Currently a large percentage of reports provided to the Federal Government are produced manually using Excel spreadsheets, cutting and pasting data into the required format.
 - 8.4.2 Vendor must work with the MDE Management Information Systems (MIS) staff and subject matter experts (SMEs) to identify and document the current reporting data sources.
 - 8.4.3 Vendor must work in coordination with MDE to determine the format in which the documentation should be prepared.
 - 8.4.4 Information required for both Federal and in-state reporting is currently collected electronically as well as manually.
 - 8.4.5 Information must be collected from multiple systems and databases maintained by MDE including, but not limited to:
 - 8.4.5.1 MSIS;
 - 8.4.5.2 Teacher Licensure;
 - 8.4.5.3 School Payment System;
 - 8.4.5.4 Migrant Information System;
 - 8.4.5.5 Special Education;
 - 8.4.5.6 English Language Learners
 - 8.4.5.7 Homeless Students; and
 - 8.4.5.8 Student Assessment.

(Refer to Exhibit B: Selected Application / Database Listing for additional information on MDE current databases.)
 - 8.4.6 Current documentation is very limited; MDE will provide any available existing documentation.
 - 8.4.7 The current reporting processes must be adequately documented and delivered to the State as a formal deliverable to be reviewed and approved by MDE.

- 8.5 Vendor must work with MDE staff, utilizing the documented reporting processes, to design and document the requirements for an enterprise-wide data architecture.
- 8.5.1 The enterprise-wide data architecture will:
 - 8.5.1.1 Be utilized for data warehouse development;
 - 8.5.1.2 Define the longitudinal data needed to support federal and state reporting as well as research and data analysis for MDE.
 - 8.5.2 The enterprise-wide data architecture must be adequately documented and delivered to the State as a formal deliverable to be reviewed and approved by MDE.
- 8.6 Vendor must perform a gap analysis between the information and data elements currently collected and maintained and those required for *EdFacts* and other Federal and State reporting.
- 8.6.1 Vendor must work with MDE to identify and define a strategy for collecting the outstanding data not currently electronically collected today.
- 8.7 Vendor must create an enterprise-wide data dictionary including standard data definitions.
- 8.7.1 The enterprise-wide data dictionary must be adequately documented and delivered to the State as a formal deliverable to be reviewed and approved by MDE.
- 8.8 Vendor must create an enterprise-wide logical data model.
- 8.8.1 The enterprise-wide logical data model must be adequately documented and delivered to the State as a formal deliverable to be reviewed and approved by MDE.
- 8.9 Vendor must create a logical model for a data mart to, at minimum:
- 8.9.1 Support the generation of federal and state reporting.
 - 8.9.2 Meet the functional/user requirements identified during the analysis phase of this project.
 - 8.9.3 The logical model for a data mart must be adequately documented and delivered to the State as a formal deliverable to be reviewed and approved by MDE.

- 8.10 Vendor must develop a detailed design of the data warehouse/BI system based upon, at a minimum, the data dictionary, the data model, and data mart logical model.
 - 8.10.1 The detailed design must be adequately documented and delivered to the State as a formal deliverable to be reviewed and approved by MDE.
 - 8.10.2 The detail design documentation must provide data mapping in the form of a matrix of data elements detailing the origination of each data element as well as resolution for data conflicts.
- 8.11 Vendor must populate the Data Warehouse/BI System solution with data from multiple divisions, systems, and databases maintained by MDE to be included in the Data Architecture and Warehouse.
 - 8.11.1 At a minimum, analysis and inclusion of data will be from:
 - 8.11.1.1 MSIS;
 - 8.11.1.2 Teacher Licensure;
 - 8.11.1.3 School Payment System;
 - 8.11.1.4 Migrant Information System;
 - 8.11.1.5 Special Education;
 - 8.11.1.6 English Language Learners
 - 8.11.1.7 Homeless Students; and
 - 8.11.1.8 Student Assessment.
- 8.12 Vendor must perform all tasks associated with the development of the Data Warehouse/BI System Methodology/Strategy including, but not limited to:
 - 8.12.1 Identification of potential users;
 - 8.12.2 Identification and documentation of roles and responsibilities for each user type; and
 - 8.12.3 Identification and documentation of access rights associated with each user type and role.

- 8.12.4 The Data Warehouse/BI System Methodology/Strategy must be adequately documented and delivered to the State as a formal deliverable to be reviewed and approved by MDE.
- 8.12.5 UserIDs and passwords for the proposed solution must be integrated with MDE's Active Directory architecture.
- 8.13 Vendor must facilitate requirements gathering sessions with MDE staff for the purpose of identification and documentation of end user requirements including, but not limited to:
 - 8.13.1 Reports;
 - 8.13.2 Dashboards;
 - 8.13.3 Timing for data synchronization; and
 - 8.13.4 Data sources.
- 8.14 Business Rules
 - 8.14.1 The proposed solution must provide business rules functionality to include, but not be limited to:
 - 8.14.1.1 Data Synchronization;
 - 8.14.1.2 Order precedence for data conflicts;
 - 8.14.1.3 Data formatting;
 - 8.14.1.4 Data usage; and
 - 8.14.1.5 Data assimilation necessary for gathering report data.
 - 8.14.2 The proposed solution must provide functionality to accommodate the use of business rules to monitor and maintain data collected into the data warehouse/BI solution.
 - 8.14.2.1 The proposed solution must utilize business rules logic via a business rules engine or the equivalent.
 - 8.14.2.1.1 Vendor must describe the proposed business rule methodology.
 - 8.14.2.1.2 At a minimum, the proposed solution must be able to be implemented using the logic defined in the business rules. If

this is not possible, Vendor must justify reasons for not using this logic.

- 8.14.3 The proposed solution must provide a user interface and functionality to allow business rules to be altered, after implementation, without the aid of a programmer/developer or the Vendor.
 - 8.14.3.1 Functionality for alteration of business rules must be based upon security roles (i.e., the ability to alter a business rule must be regulated and not available to all users).
 - 8.14.3.2 Functionality for alteration of business rules must include, at a minimum, the following capabilities:
 - 8.14.3.2.1 Create;
 - 8.14.3.2.2 Update; and
 - 8.14.3.2.3 Delete.
 - 8.14.3.3 The Vendor must describe the methodology used to provide business rule alteration functionality (e.g., does the proposed solution utilize a “drag and drop” methodology).
- 8.15 The proposed solution must be designed to be implemented in a phased approach. For example, Module I would include limited functionality for a smaller number of users and then subsequent phase(s) would provide increased functionality to a larger number of users.
 - 8.15.1 Vendor must provide in the *Cost Information Submission*, included in their proposal, line item costing for all functionality.
 - 8.15.1.1 The MDE intends to contract with the awarded Vendor for all work listed in this RFP; however as this project is funded via federal grants, the decision to implement subsequent Modules and phase(s) will be constrained by available funding as well as the success of the previous implementation(s).
 - 8.15.2 In Module I, the proposed solution must provide, at a minimum, the functionality listed here and described in detail in this RFP:
 - 8.15.2.1 Data warehouse/BI solution architecture;

- 8.15.2.2 Data dictionary;
 - 8.15.2.3 Business rules engine;
 - 8.15.2.4 Business rules;
 - 8.15.2.5 ETL;
 - 8.15.2.6 Additional data elements required for federal reporting using the Eden/EdFacts reporting system;
 - 8.15.2.7 Reporting requirements based on Federal Reporting Requirements with input from end users;
 - 8.15.2.8 Role based accessibility model;
 - 8.15.2.9 Development and implementation of the Federal Reporting Requirements; and
 - 8.15.2.10 All Vendor Services, Documentation, Training, Warranty, Support and Maintenance of the Data Warehouse/BI Solution.
- 8.15.3 Module I must include the incorporation of data from:
- 8.15.3.1 MSIS;
 - 8.15.3.2 Special Education;
 - 8.15.3.3 Student Assessment; and
 - 8.15.3.4 Data collected in Excel Spreadsheets.
- 8.15.4 Module I must include the creation and implementation of role based access for:
- 8.15.4.1 Up to 100 internal users within MDE;
 - 8.15.4.2 Up to 160 selected users from various the school Districts throughout the State; and
 - 8.15.4.3 Public access with view, filter, and sort capabilities.
- 8.16 Due to funding constraints, MDE requests the Vendor to provide pricing for subsequent OPTIONAL Module(s) and Phase(s), the proposed solution must provide functionality to incorporate each item listed individually or collectively as outlined by MDE. Election of implementing one or more optional Module or

Phase will be based upon funding available as well as the successful implementation(s) of any prior Module or Phase and the working relationship between MDE and the awarded Vendor. The State reserves the right to choose, at their sole discretion, if they will implement any optional Module or Phase.

8.16.1 Each line item cost must reflect all Vendor Services, Documentation, Training, Warranty, Support and Maintenance of the Data Warehouse/BI Solution associated with the implementation of the Module or Phase listed.

8.16.1.1 Incorporation of data housed in each of the current database(s) for each Module identified:

8.16.1.1.1 Module II: Teacher Licensure;

8.16.1.1.2 Module III: School Payment System;

8.16.1.1.3 Module IV: Migrant Information System;

8.16.1.1.4 Module V: English Language Learner;

8.16.1.1.5 Module VI: Homeless Students.

8.16.1.2 Implementation of role based access for additional users for each Phase identified:

8.16.1.2.1 Phase II: Up to 300 internal users within MDE;

8.16.2 Phase III: Up to 500 users from schools and school districts. Vendor must include in their proposal any recommendations for items to be included in a phased implementation approach that would be different than what has been listed here.

8.16.2.1 Vendor must identify any item(s) missed in these recommendations.

8.17 The State requires four environments: development, quality assurance (QA), training, and production, with the State having access to the QA, training and production environments.

8.17.1 The development environment will be used by the Vendor to conduct unit, integration, and system testing for all software prior to submitting them to the State for approval/acceptance. "Software" should be interpreted as all newly developed code/modules, existing modules, customizations, modifications,

enhancements, interfaces, etc. necessary for the successful integration and implementation of the proposed solution.

- 8.17.2 The QA environment will be used by the State to perform User Acceptance Testing of all components prior to applying them to the training and production environments.
- 8.17.3 Vendor must include in their proposal any initial and ongoing costs associated with implementing the environments required including, but not limited to, additional license fees and hardware.
- 8.18 The proposed solution must allow access to ALL application screens using a browser without any other third party utilities, other than browser plug-ins, so that there are not client side licenses to buy or administer.
 - 8.18.1 The proposed solution must be developed utilizing web standards established by the World Wide Web Consortium.

Refer to the following links for more specific description of such standards:

<http://www.w3.org/>

www.section508.gov

www.w3.org/WAI/ ;
 - 8.18.2 The proposed solution must be developed utilizing industry standard web technologies (e.g., browsers, Java, etc.).
 - 8.18.2.1 If proposed solution utilizes Java, then Java must be Version 24 or higher.
 - 8.18.3 The proposed solution must be customizable.
 - 8.18.4 Application must be browser independent.
 - 8.18.4.1 At a minimum, the proposed solution must run with all modules functioning as designed via multiple browsers including, but not limited to, Internet Explorer (IE) Version 7 or greater and Foxfire Version 3 or greater.
 - 8.18.4.2 The proposed solution will be hosted by MDE.
 - 8.18.4.3 Name other browsers supported by the proposed solution and/or list any browser limitations.

- 8.18.5 Vendor must include in their proposal a description of how the proposed solution will comply with this requirement and provide the recommended client configuration
- 8.18.6 Vendor must describe how the proposed solution will comply with this requirement and provide the recommended client configuration.

8.19 Reporting

- 8.19.1 The proposed solution must provide ability to generate and view a variety of reports and statistics.
- 8.19.2 All reporting capabilities (e.g., access to reports and the data generated or viewed via those reports) must utilize and limit access rights defined via role based user access.
- 8.19.3 The proposed solution must provide capability to report on any field captured in the system, depending upon security access level.
- 8.19.4 The proposed solution must provide multi-level reporting of statistics, processes, and errors.
- 8.19.5 The proposed solution must provide the functionality to create “publication ready” reports.
- 8.19.6 The proposed solution must provide the functionality to "drill down" into a record from the report. For example, if a school is listed on a report, a user can click on the school name to access the detailed information regarding that school.
- 8.19.7 The proposed solution must have ability for a user to generate graphs and tabular reporting with ability to drill down and easily change the type of graph.
- 8.19.8 Vendor must describe the type of report writer that will be utilized indicating whether it will be imbedded in the data warehouse/BI solution or a separate piece of software such as Crystal Reports.
- 8.19.9 Vendor must include in the *Cost Information Submission* any initial and recurring costs associated with the use of the report writer.
- 8.19.10 The proposed solution must provide industry standard reports, including executive, management and status reports that can be easily modified by the MDE staff without requiring special technical skills or programming changes.

- 8.19.11 The proposed solution must provide the functionality for non-technical end users to create/build queries without requiring special technical skills or programming changes.
- 8.19.12 The proposed solution must provide the functionality allowing reports to be viewed on-screen as they would look in a printed format.
- 8.19.13 The reporting system must use best practices to prevent the intentional or unintentional identification of individual information.
- 8.19.13.1 The USDOE has published several technical briefs on the subject of protecting student information when producing reports. The following is a link to those technical briefs.
- <http://nces.ed.gov/programs/Ptac/TechnicalBriefs.aspx>
- 8.19.14 The vendor must develop up to 100 customized reports as identified by MDE, the cost of which is included in the proposed cost for this RFP.
- 8.19.15 Vendor must include in their proposal a list of suggested/recommended reports.
- 8.19.16 The Vendor must facilitate a report identifying analysis session(s) to determine all reports needed; requirements contained in this Reporting Requirements section are not exhaustive.
- 8.19.17 When a complete list of reports is compiled, the State will assign a priority to each report and identify the reports for which the Vendor will be responsible to develop and which reports the State will develop.
- 8.19.18 The proposed solution must provide the functionality to allow for the creation of custom reports. Included in this functionality must be the ability to copy and modify an existing report or query.
- 8.19.19 The solution must support technical and non-technical ad hoc queries and reports.
- 8.19.20 Vendor must describe the overall design and approach to creating ad hoc reports.
- 8.19.21 The proposed solution must provide the ability to automatically generate reports.

- 8.19.22 The proposed solution must provide the ability to generate reports on-demand.
- 8.19.23 The proposed solution must allow any on-demand reports and queries to be routed to any network printer to which the user has access.
- 8.19.24 The proposed solution must provide the capability for generating detail and summary reports on all data contained in the data warehouse.
- 8.19.25 The proposed solution must provide the functionality to allow reports to be run in real-time or scheduled to run at a specific time via a batch scheduler.
 - 8.19.25.1 Scheduled batch reports must run in an unattended mode.
- 8.19.26 The proposed solution must provide a reporting mechanism that offers parameter driven queries.
- 8.19.27 The proposed solution must provide the functionality to allow for ad hoc queries and reports to be created, executed, and saved for re-use/future execution. These saved queries and reports must be able to be saved in groupings that would be accessible only to certain user groups (e.g. a grouping of saved queries and reports are saved specifically for the school district users while a different grouping of saved queries and reports are saved specifically for teachers).
- 8.19.28 The reporting functionality provided in the proposed solution must allow for all queries or reports to be made available to be viewed electronically and downloadable as a PDF or Excel format.
- 8.19.29 The proposed solution must allow for the routing of a report or query in electronic form such as attaching the query results or report to an e-mail.
- 8.19.30 The proposed solution must provide the functionality that allows reports and queries to be exported into other formats such as Excel and PDF.
- 8.19.31 The proposed solution must provide the ability to generate reports containing an overview and/or detail of any school or school district based on user defined parameters.
- 8.19.32 Federal Reporting (Eden/EdFacts)

8.19.32.1 The proposed solution must provide functionality to produce files that meet the requirements of the USDOE's Eden/EdFacts reporting system. The link below provides an overview and links to the file specifications for the Eden/EdFacts System.

<http://www2.ed.gov/about/inits/ed/edfacts/index.html>

8.19.32.2 The Vendor must describe how the proposed solution will produce the required files.

8.19.32.3 The proposed solution must provide functionality to easily make modifications/alterations to satisfy changes in the Federal requirements.

8.19.32.4 The Vendor must describe how information, included in Excel spreadsheets can be added to the system and reported through Eden/EdFacts.

8.20 Security and Accessibility

8.20.1 Security must be an integral part of the proposed solution. The solution must enforce referential integrity and constraints directly within the database and application tables.

8.20.2 The proposed solution must authenticate authorized users via Active Directory as well as provide limited public access via a browser.

8.20.3 Application security level will determine the level of access each individual has and what that individual will be allowed to view and perform on each screen or field of the application.

8.20.4 Application must provide functionality that supports multi-level security definition/ role-based security levels.

8.20.5 The proposed solution must prevent unauthorized access to the system and must allow the State to determine which modules, reports, and data users may access.

8.20.6 The system must provide application and menu level security and allow setup of inquiry, add, update, and delete access by user and/or group.

- 8.20.7 The proposed solution must allow the System Administrator to set rights for access of data by individual or group.
- 8.20.8 The system must provide functionality that supports the assignment of security levels globally, by group and individual user.
- 8.20.9 Vendor must provide the password rules and standards provided in the proposed solution. At a minimum, Vendor must describe how many and what type characters are required for the creation of a valid password, password aging, and password lockout.
- 8.20.10 The application security must not allow a UserID to be logged into the application more than once at any given point in time.
- 8.20.11 The system must allow external users to create their own UserID and Password as well as functionality for the user to manage their password.
- 8.20.12 The proposed solution must allow certain information, such as items of public record, to be viewed by the general public without requiring the individual to have a UserID and Password.
- 8.20.13 Example categories and related functionality include, but are not limited to:
 - 8.20.13.1 Power user – approximately 25
 - 8.20.13.1.1 Can view student level data
 - 8.20.13.1.2 Has access to all data within the data warehouse;
 - 8.20.13.1.3 Allowed to create and publish reports queries, etc.; and
 - 8.20.13.1.4 Allowed to run data validation and cleansing tools.
 - 8.20.13.2 District power user – approximately 200
 - 8.20.13.2.1 Can define, create and load data into their custom district area;
 - 8.20.13.2.2 Can view student level data for their district ONLY;

8.20.13.2.3 Has access to all data for their district ONLY; and

8.20.13.2.4 Can create and publish reports, queries, etc.

8.20.13.3 Stakeholder (Other staff, Teachers) – Approximately 50

8.20.13.3.1 Allowed to create and publish reports, queries, etc. for their program area ONLY

8.20.13.4 General Public

8.20.13.4.1 Allowed to view, filter, and sort published data.

8.21 Statistical/analysis Tools

8.21.1 The Vendor must include in their proposal a description of which statistical/analysis tools are included in the proposed solution.

8.21.1.1 Vendor must outline the functionality provided in the proposed solution regarding statistical functions.

8.22 Interfaces/Data extractions

8.22.1 To be considered "fully integrated" the proposed solution must provide the capability to interface with any of MDE's current databases or file sources from which data must be collected to satisfy the requirements of the Federal reporting (*EdFacts*).

8.22.2 Vendor must agree to work in cooperation with all public and private sector entities and vendors with whom the State contracts/partners.

8.22.3 The Vendor must perform gap analysis to identify all interfaces needed for the complete integration of the proposed solution to collect all data to be consolidated for reporting purposes in the data warehouse/BI solution.

8.22.3.1 Gap analysis must include the Eden/EdFacts reporting requirements.

8.22.4 The Vendor must perform analysis to identify other possible integration/interfaces, both internal and external to the agency that would aid in the automation of the MDE reporting processes.

- 8.22.5 The Vendor is responsible for the design and development of all interfaces necessary for the successful implementation and maintenance of the data warehouse/BI solution defined in this RFP including:
 - 8.22.5.1 Data extraction;
 - 8.22.5.2 Data transformation;
 - 8.22.5.3 Data synchronization; and
 - 8.22.5.4 Data export (e.g., Eden/EdFacts, Statewide Longitudinal Data System, other web pages, etc.).
- 8.22.6 Vendor must perform analysis, and work with MDE, to identify business rules associated with data extraction, transformation, and synchronization.
- 8.22.7 All sensitive data must be encrypted using industry standard algorithms when traveling to or from untrusted networks and/or entities.
 - 8.22.7.1 Sensitive data must be encrypted at any point at which it leaves MDE's local trusted network.
- 8.22.8 All sensitive data must be encrypted using industry standard algorithms when it is stored in the data warehouse/BI database(s).
 - 8.22.8.1 Data encryption should be transparent to authorized users.
- 8.22.9 The Vendor is responsible for developing an Interface Document. This document should identify all entities with which the data warehouse/BI solution should interface as well as any associated business rules.
 - 8.22.9.1 This document is considered a deliverable.
 - 8.22.9.2 This document should contain the design for development and implementation of all interfaces necessary for a successful fully automated system including, but not limited to, those listed in this RFP.
- 8.22.10 The proposed solution must provide the capability for the interfaces, via import and export processes, to be executed real-time or via a batch process.

- 8.22.10.1 Any batch process must be able to be scheduled to execute at a specific date and time or on a recurring iteration.
- 8.22.10.2 If there is an exception, the proposed solution must provide an alert, error identification message, and a communication process to provide detailed information in order for the error to be resolved in a timely manner.
- 8.22.11 All interfaces, imports and exports as described in this RFP are to include any exception/error reporting necessary for the successful execution of tasks associated with the interface.
- 8.22.12 All warranty and maintenance requirements for this RFP must apply to any interface developed by the Vendor.
- 8.22.13 All interfaces with *EdFacts* are required to be kept current with changes in governmental reporting requirements through the warranty period of this project.
- 8.22.14 The proposed solution must integrate with MicroSoft Exchange 2007, MDE's current e-mail system, to initiate the generation of email correspondence and notifications.
- 8.22.15 Vendor must include in their proposal what Extract-Transform-Load (ETL) tool(s) is included in the proposed solution.
 - 8.22.15.1 ETL tool(s) must be compatible with multiple MDE data sources including, but not limited to:
 - 8.22.15.1.1 Oracle;
 - 8.22.15.1.2 Microsoft Office Products (e.g., Excel, Access); and
 - 8.22.15.1.3 Microsoft SQL

8.23 Compatibility

- 8.23.1 The proposed solution must be compatible with MDE's existing technology environment including, but not limited to:
 - 8.23.1.1 Oracle 10g/11g;
 - 8.23.1.2 Sun Servers;
 - 8.23.1.3 Storage Systems;

- 8.23.1.4 Backup System;
- 8.23.1.5 LAN/WAN network; and
- 8.23.1.6 Microsoft (Sharepoint, Windows Server OS).

8.24 On-line help

- 8.24.1 The proposed solution must provide an online tutorial and online help for users.
- 8.24.2 The proposed solution must provide Frequently Asked Questions (FAQ).
 - 8.24.2.1 MDE will provide FAQ data;
 - 8.24.2.2 The State expects the Vendor to also recommend FAQs.
- 8.24.3 The proposed solution must provide "user friendly" nontechnical error messages for documents filed online which clearly define user errors that occur during the user tasks.
 - 8.24.3.1 Vendor to provide detailed description of error notification features and examples of error messages.
- 8.24.4 If any component(s) necessary for operation of the requested system is omitted from Vendor's proposal, Vendor must be willing to provide the component(s) at no additional cost. This includes, but is not limited to, hardware, software, services, interfaces, training, documentation, database(s), and knowledge transfer.

9. Acceptance Testing

- 9.1 If a phased implementation is utilized, the Acceptance Testing tasks defined here will be considered iterative tasks and will apply for each phase being implemented as well as a final overall acceptance test period for the solution in its entirety.
- 9.2 The purpose and net result of the acceptance test is to determine that the system proposed, designed, developed/ customized, and installed meets the technical and functional requirements outlined in these specifications. A system considered "acceptance test ready" is defined as a system that has completed a full system test with no known outstanding material defects.
- 9.3 Vendor must conduct an operational system test of the proposed system and certify, in writing, that the system is ready for acceptance testing and will perform

in accordance with requirements stated in this document. The Vendor must ensure that the system in general and each module of the system in particular operate according to specifications before turning the system over to MDE. MDE personnel will not debug modifications for the Vendor.

- 9.4 The Vendor must provide a proposed “Acceptance Test Plan” (ATP) prior to acceptance testing of the system by the State. The ATP must show events, sequences, and schedules required for acceptance of the system. MDE must provide written approval that the proposed ATP is complete and acceptable prior to the beginning of the acceptance testing. The ATP is considered a task completion deliverable. The format of the test plan will be decided upon jointly by MDE and the proposed project team.
- 9.5 Vendor must provide all documentation, as defined in this RFP under Documentation Requirements, Item14 for the module(s) being tested before acceptance testing will begin. Acceptance of the documentation will depend on the ability to utilize the information in the application including, but not limited to, system administration and data recovery. If the State determines the documentation to be insufficient, the Vendor must provide within 10 business days and at his own expense, whatever updates may be required to resolve documentation deficiencies.
- 9.6 Vendor must provide system and user training to the acceptance test team prior to the initiation of the acceptance test period.
- 9.7 The State will conduct acceptance testing of the system after system testing has been completed and certified in writing by the Vendor. The Vendor must participate in the acceptance testing of the system by providing technical staff on site for assistance in demonstrating the functions of the system. The State must demonstrate that the system is operational to ensure that proper training has been received and sufficient knowledge transfer has been accomplished.
- 9.8 The Vendor must agree to and allow for a final acceptance testing period of up to 30 business days in accordance with the work plan delivery schedule.
- 9.9 As a component of acceptance testing, the State will assess the sufficiency of the system and user training curriculum. In the event that any training curriculum is not accepted based on knowledge gained during acceptance testing, the Vendor must resolve the deficiency within 10 business days and at his own expense. The curriculum must be accepted prior to the execution of any training for implementation.
- 9.10 The Vendor may propose a phased testing approach if some modules are ready for use before others. Regardless of the strategy employed, the complete application system will undergo the full 30 business day acceptance testing by the State once all modules are complete/customized and ready for final implementation.

- 9.11 The State will communicate to the Vendor any deficiencies identified during testing. These deficiencies must be corrected and tested by the Vendor before submitting the corrections to the State for regression testing.
- 9.12 Acceptance testing is complete when the State has successfully completed all acceptance test criteria defined in the ATP, as well as other ad hoc testing as defined by the State; all critical defects have been corrected and successfully re-tested by the State; and the State has been able to emulate 10 consecutive successful iterations of processing cycles, as defined by the State, without error. These completion criteria are independent of the 30 business day test period.
- 9.13 In addition to the 30 business day acceptance test period, the State will facilitate a 3 month pilot period that will include selected school districts located in various parts of the State of Mississippi. The State will require specific on-site support from the Vendor for the “pilot period.” On-site in this context is to mean Jackson, Mississippi.
- 9.14 The Vendor must correct any deficiencies identified during the pilot period. The Vendor must test the corrected deficiencies before submitting them to the State for regression testing.
- 9.15 Acceptance testing shall not in any way relieve the Vendor of his responsibilities to correct any defect identified during the warranty period as described herein.
- 9.16 In the event that one or more modules is not accepted based on the test criteria, the Vendor must, at his own expense, provide software or modifications that may be required to meet the acceptance criteria within 10 business days.
- 9.17 The State reserves the right to reject the system after the third unsuccessful test of any module of the system.

10. **Integration Services**

- 10.1 The Vendor’s proposal must include the analysis, design, development, testing, and implementation services for all interfaces necessary for the successful implementation of the proposed solution.
- 10.2 The interfaces referenced above may be those defined within these requirements, as well as those identified during the analysis phase of the project as defined in the Technical Integration Requirements.

11. **Warranty**

- 11.1 The warranty period involves a one-year period during which the Vendor must warrant that the system performs as stated in the RFP and Vendor’s proposal at no cost to the State. The warranty period must include the necessary Vendor support

to correct any system deficiencies found and to provide any other system consultation as needed.

- 11.2 The warranty period will not begin until the system is fully implemented and accepted by MDE.
- 11.3 The Vendor must agree to warrant any and all application software proposed to be free of errors for a minimum period of one year after acceptance of such software. During this period, the Vendor will agree to correct any errors discovered at his own expense. If the system fails during warranty due to a defect, the Vendor will offer a workaround solution within 24 hours and a full fix within 5 business days.
- 11.4 The Vendor must state and discuss the full warranty offered during the warranty period on all system software, including third party software, proposed and state if it is longer than the minimum.
- 11.5 This warranty must cover all components of the system, including all programs, screens, reports, subroutines, utilities, file structures, documentation, interfaces, conversions, or other items provided by the Vendor. This warranty will apply to the base package, plus any customized programs, screens, reports, subroutines, interfaces, conversions, utilities, file structures, documentation, or other items proposed and delivered by the Vendor specifically for this procurement.
- 11.6 The Vendor must agree that all corrections made during the warranty period will be considered an integral part of the proposed system and will be available to MDE under the license agreement provided in this RFP at no additional charge.
- 11.7 Warranty coverage must also include provision for enhancements, fixes, and upgrades provided as part of Vendor's standard license/maintenance agreement free of charge. Vendor must acknowledge the inclusion of all required warranty features.
- 11.8 The Vendor must express the Vendor's responsibility to perform immediate high priority attention to any corrections needed. The statement must include that errors will be identified in MDE's sole judgment and that after 10 working days without correction, MDE shall have the right to return all of the Vendor's products and be refunded any monies paid to date and terminate this agreement.

12. Support and Maintenance Services

- 12.1 The State expects this maintenance and support service to include all application software upgrades and patches. The Vendor must specify how upgrades and patches are obtained and how the state will receive notification of upgrades.
- 12.2 The Vendor must describe the process and tasks associated with post implementation installation of upgrades and/or patches. Vendor must include

steps regarding software customization and how it is affected when upgrades and/or patches are installed.

- 12.3 Vendor must provide support necessary to assist the State with installation of enhancements, fixes, and upgrades.
- 12.4 At the time of availability of any enhancement, fix, or upgrade, the Vendor must provide the State with an outline of all modules and/or customization that may be affected.
- 12.5 Vendor must describe how user customization of the application affects the warranty and maintenance/support of the product(s).
- 12.6 Vendor must provide support necessary to assist the State with recovering from a crash or down time situation.
- 12.7 Vendor must identify all scheduled maintenance requirements including a description of all daily, weekly, monthly, and annual tasks.
- 12.8 Vendor must fully describe other features offered by the proposed maintenance/support plan.
- 12.9 The Vendor must specify costs and details for providing annual application maintenance and support beyond the warranty period for the balance of the 5-year lifecycle for the project (i.e., the warranty period would be year one (1) plus four (4) years of maintenance and support.
- 12.10 Vendor must specify the annual support and maintenance increase ceiling to which the Vendor is willing to agree. Price escalations, if any, for annual support and maintenance coverage will be permitted, but shall not exceed the lesser of a 5% increase or an increase consistent with the percent increase in the consumer price index, all Urban Consumer US City Average (C.P.I. -u) for the preceding year.
- 12.11 The Vendor must provide a toll free number for technical support/help desk during normal operating hours. Operating hours are 7:00 AM to 7:00 PM Central Time Monday through Friday. The Vendor technical support/help desk would be utilized by the MDE staff only.
- 12.12 One-hour telephone response is required.
- 12.13 Vendor is required to keep a log of all support calls made by MDE staff and to provide this log to MDE with the current status of open issues, as well as documented solutions to closed issues upon demand.
- 12.14 The State prefers that the Vendor also provide on-line web support.

- 12.15 Vendor must agree to send support usage statements to the State upon request.
- 12.16 Vendor must identify, in his proposal, the nearest service dispatch point if software problems cannot be fixed over the phone.
- 12.17 At the request of the State, the Vendor should provide on-site support as needed. The Vendor shall be responsive and timely to maintenance/technical support calls/inquiries made by MDE. MDE reserves the right to determine and assign levels of severity for the issue/support problems. The severity of the issue/support problems shall determine the *average problem resolution response time* in any calendar month of the contract.

13. **Training**

- 13.1 Vendor must provide all training required for the successful operation and internal support of the proposed solution.
 - 13.1.1 Vendor must include in their proposal a list of recommended training topics.
 - 13.1.2 Vendor must include in their proposal a sample training manual.
- 13.2 All training must be customized and address the proposed solution as it pertains to the needs of the State of Mississippi.
- 13.3 Vendor must provide onsite training sessions utilizing the Train-the-Trainer concept for up to 30 internal users.
- 13.4 Vendor must provide onsite technical support staff/System Administrator training for up to 6 technical/System Administrator users. Training must include, at a minimum:
 - 13.4.1 How to create additional customization;
 - 13.4.2 How to create and maintain business rules;
 - 13.4.3 How to create and maintain reports;
 - 13.4.4 How to archive records and retrieve records from archive;
 - 13.4.5 System security;
 - 13.4.6 Configuration and administration of system tables and parameters; and
 - 13.4.7 Training on any additional software necessary for successful implementation and support of the proposed solution.

- 13.5 Vendor must provide training in the following modes:
 - 13.5.1 Media based; and
 - 13.5.2 Instructor-led hands-on delivery modes.
- 13.6 Training must be provided on-site at a facility provided by the State in Jackson, Mississippi.
- 13.7 All training must be customized and address the proposed solution as it pertains to the needs of the State of Mississippi.
 - 13.7.1 All training materials and documentation are considered deliverables and must be submitted to the State with adequate time for the State to review and approve all such material prior to the beginning of the actual training.
- 13.8 Vendor must provide all training materials and documentation on electronic media (CD ROM). Data provided on CD ROM should be searchable.
- 13.9 The State must be allowed to reproduce and/or edit, as needed, any training materials provided, including electronic or printed form. This reproduction of training materials will be for the sole purpose of this project. The State must be given a royalty free license to use, reproduce or modify any of the training material for its own use.
- 13.10 The State will determine when training is sufficient for successful operations. If the initial training session is insufficient and the State determines that additional training is needed, the Vendor will be required to provide such additional training at no additional cost to the State.
- 13.11 If there are system changes, upgrades, enhancements, new releases, or customizations to the software that require additional training. Vendor shall provide the additional training needed for the successful operation of the software.
- 13.12 Vendor must include in the proposal submitted a description of the training provided for new releases or upgrades to the system.
- 13.13 Vendor must include in their proposal a list of recommended training courses/topics.
- 13.14 Vendor must include in their proposal a training manual that the Vendor has produced in the past.
- 13.15 The Vendor must include in their *Cost Information Submission* a separate line item cost for each type of training identified in this section and recommended by the Vendor.

14. Documentation Requirements

14.1 Development of on-line help

- 14.1.1 The proposed solution must provide searchable online help documentation that is viewable from any workstation.
- 14.1.2 The State requires online help that allows easy searching of topics and keywords.
- 14.1.3 The State prefers field sensitive help that automatically displays prompts for data entry fields.
- 14.1.4 The proposed solution must provide detailed descriptive error messages when database integrity is violated.
- 14.1.5 The State prefers that the proposed solution provides configurable error messages for edit check

14.2 Development of user manuals

- 14.2.1 Vendor must provide “cheat sheets” on the basic functionality of the data warehouse/BI solution for user training.
- 14.2.2 Vendor must provide “end-user” and technical documentation on each module of the proposed solution (i.e., “end-user” documentation would cover topics such as how to run reports; “technical” documentation would cover topics such as how to create reports).
- 14.2.3 Vendor must provide all software and documentation on electronic media (CD ROM). Data provided on CD ROM should be searchable. Both user and systems administration documentation must be provided (e.g., Systems Administration Documentation, Systems Operations Documentation, and User Documentation).
- 14.2.4 All documentation must be customized and must address the proposed solution as it pertains to the needs of the State of Mississippi.
- 14.2.5 Documentation must be provided in Microsoft Office format and/or in a format that is web accessible.
- 14.2.6 Vendor must provide, at no additional cost, any documentation updates needed for the successful operation of the solution for any system changes, upgrades, enhancements, new releases, or

customizations to the software. Vendor must specify how such updates and documentation will be distributed to the State.

- 14.2.7 Vendor must provide technical documentation that includes installation, configuration, and administration for the application and all components. The acceptance of this documentation will be based on the ability of the State to utilize it to duplicate the entire application in another environment.
- 14.2.8 Vendor must include disaster recovery documentation in the technical documentation.
- 14.2.9 Entity relationship diagrams should be included in system documentation.
- 14.2.10 The State must be allowed to reproduce, as needed, any documentation provided (including electronic or printed form).
- 14.2.11 Vendor must provide documentation on how to restore the database in the event of hardware or software failures, as well as human error.
- 14.2.12 Vendor must provide documentation on how to archive records based upon pre-defined time period.
- 14.2.13 Vendor must provide documentation on how to restore records that have been archived.
- 14.2.14 The Vendor must provide documentation of all functionality and dependencies in the application that will aid in the recovery of all or any part of the application.

15. Disaster and Recovery

- 15.1 Vendor must provide a disaster recovery plan for the proposed solution including, but not limited to, all recovery features and how the database is restored in the event of hardware or software failures or errors caused by human error.
- 15.2 Vendor should be aware the disaster recovery plan for the proposed solution will be integrated into the MDE Disaster Recovery Plan. Vendor must be prepared to provide support and technical expertise to the State on all aspects of the proposed solution during this integration process.
 - 15.2.1 It is not the Vendor's responsibility to integrate the Data Warehouse/BI Solution Disaster Recovery Plan into the MDE Disaster Recovery Plan. Vendor will be expected to provide MDE with support and be available to answer questions as they arise

while the MDE team integrates the Data Warehouse/BI Solution Disaster Recovery Plan into the MDE Enterprise Disaster Recovery Plan.

16. **Additional Requirements**

16.1 Funding for the proposed solution is provided by the USDOE; therefore, the USDOE reserves the right to use any custom built software and associated documentation for their use and to share such software and documentation with other States without additional costs.

16.1.1 Refer to the following federal code concerning Copyright.

Section 34 CFR § 80.34 Copyrights.

The Federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes:

(a) The copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant; and

(b) Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.
(Authority: 20 U.S.C. 3474; OMB Circular A-102).

16.1.2 The Vendor must describe any restrictions on sharing of the system and/or with the Federal government or other States

17. **Cost Proposal**

17.1 Vendor must provide detailed cost information for all hardware, software and service components, implementation costs, and training costs proposed in response to this RFP. All costs should be fully-loaded for any travel, lodging, and per diem related expenses.

17.2 Vendor must provide a fully loaded hourly change order rate in Section VIII *Cost Information Submission* for any services that may be deemed necessary or desirable by MDE.

17.2.1 The Vendor agrees that each Change Order Rate shall be a fully loaded rate, that it includes, but is not limited to the cost of all materials, travel expenses, per diem and all other expenses and incidentals incurred by the Vendor in the performance of the Change Order.

- 17.3 Vendor must provide all cost information for a full implementation and then a 5-year life cycle.
- 17.4 Vendor must agree that any additional user licenses, as may be required by the State in the two years following system acceptance, may be purchased at the rate listed in the cost proposal, or at the then current price, whichever is less.
- 17.5 Vendor must itemize any and all third party software costs including platform systems in the cost proposal.

18. Scoring Methodology

18.1 An Evaluation Team composed primarily of **ITS** and MDE personnel will review and evaluate all proposals. All information provided by the Vendors, as well as any other information available to the Evaluation Team, will be used to evaluate the proposals. The Evaluation Team will use categories to score all proposals based on the following:

- 18.1.1 Each category included in the scoring mechanism is assigned a weight between one and 100.
- 18.1.2 The sum of all categories, other than Value-Add, equals 100 possible points.
- 18.1.3 Value-Add is defined as product(s) or service(s), exclusive of the stated functional and technical requirements and provided to the State at no additional charge, which, in the sole judgment of the State, provide both benefit and value to the State significant enough to distinguish the proposal and merit the award of additional points. A Value-Add rating between 0 and 5 may be assigned based on the assessment of the evaluation team. These points will be added to the total score.
- 18.1.4 For evaluation of this RFP No. 3662, the Evaluation Team will use the following categories and possible points:

Category	Points
Non-Cost Categories	
Vendor Qualifications and Experience	10
Functional & Technical Requirements	40
Staffing and Project Plan	10
Total Non-Cost Points	60
Cost	40
Total Base Points	100
Value Add	5
MAXIMUM POSSIBLE POINTS	105

18.2 The evaluation will be conducted in four stages as follows:

18.2.1 Stage 1 – Selection of Responsive/Valid Proposals – Each proposal will be reviewed to determine if it is sufficiently responsive to the RFP requirements to permit a complete evaluation. A responsive proposal must comply with the instructions stated in this RFP with regard to content, organization/format, Vendor experience, number of copies, timely delivery, and must be responsive to all mandatory requirements. No evaluation points will be awarded in this stage. Failure to submit a complete proposal may result in rejection of the proposal.

18.2.2 Stage 2 – Non-Cost Evaluation (all requirements excluding cost)

18.2.2.1 Non-cost categories and possible point values are as follows:

Non-Cost Categories	Possible Points
Vendor Qualifications and Experience	10
Functional & Technical Requirements	40
Staffing and Project Plan	10
Maximum Possible Points	60

18.2.2.2 Proposals meeting fewer than 80% of the requirements in the non-cost categories may be eliminated from further consideration.

18.2.3 Stage 3 – Cost Evaluation

18.2.3.1 Points will assigned using the following formula:

$$(1 - ((B - A) / A)) * n$$

Where:

A = Total lifecycle cost of lowest valid proposal

B = Total lifecycle cost of proposal being scored

n = Maximum number of points allocated to cost for this acquisition

18.2.3.2 Cost categories and maximum point values are as follows:

Cost Category	Possible Points
Lifecycle Cost	40
Maximum Possible Points	40

18.2.4 Stage 4 – Selection of the Successful Vendor

18.2.4.1 On-site Demonstrations and Interviews

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

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

18.2.4.1.3 Proposed key team members must be present at the on-site demonstration. The evaluation team reserves the right to interview the proposed key team members during this onsite visit.

18.2.4.1.4 Although on-site demonstrations may be requested, the demonstration will not be allowed in lieu of a written proposal.

18.2.4.2 Site Visits

18.2.4.2.1 At the State’s option, Vendors that remain within a competitive range must be prepared to provide a reference site within seven calendar days of notification. If possible, the reference site should be in the Southeastern region of the United States.

Vendor must list potential reference sites in the proposal.

- 18.3 Final Quantitative Evaluation - Following any requested presentations, demonstrations, and/or site visits, the Evaluation Team will re-evaluate any technical/functional scores as necessary. The technical/functional and cost scores will then be combined to determine the Vendor's final score.

SECTION VIII COST INFORMATION SUBMISSION

Vendor must provide itemized cost detail for any component that may be recommended/proposed for any work associated with the implementation of the Data Warehouse/BI solution project/phase(s). “Component” in this context includes, but is not limited to, hardware, third party software, and vendor services (i.e., analysis, design, development, customization, interfaces, testing, data extraction and load, and implementation services).

Any cost not listed in this section may result in the Vendor providing those products or services at no charge to the State or face disqualification. These itemized cost(s) and applicable project costs will be used to derive the cost of any work requested via this RFP after the initial implementation.

Additionally, Vendor must provide a firm, fixed cost for all products and services required for the initial implementation as described in the RFP.

The following cost deliverables are provided as examples. Vendor may price the project differently, as long as (1) all component costs are included; (2) projects costs are included; (3) if deliverables are proposed, deliverables map to project plan; (4) cost of services map to the number of man-hours at the hourly rate for that function; and (5) Vendor understands the State must have the opportunity to review and accept any deliverable and cannot pay for any service or product before it is received and accepted.

Module I Pricing Matrix (Refer to Section VII, Item

Description	Initial Cost	Recurring Cost
Hardware: (Include all that are applicable; price by model where appropriate)		
Server		
Etc.		
Software: (Include all that are applicable; price by module where appropriate)		
Data Warehouse/BI Tool		
Business Rules Engine		
License Fees: Third Party Products		
Other:		
Up to 100 internal users		
Up to 160 School District users		
Deliverables:		
Data Warehouse/BI Solution Architecture		
Data Dictionary		

Business Rules engine		
Business Rules		
Data Model		
Federal Reporting Requirements		
Role Based accessibility Model		
Other:		
Vendor Services:		
Analysis and Design		
Application Development/Customization		
Interfaces		
Implementation Services		
QA Plan		
Documentation		
Training		
Maintenance & Support		
Other:		
Data implementations:		
MSIS		
Special Education		
Student Assessment		
Miscellaneous Excel Spreadsheets		
Role based access creation and implementation:		
Up to 100 internal users within MDE		
Up to 160 selected users from various the school Districts throughout the State		
Public access with view, filter, and sort capabilities		
Other:		
Total Fixed Price of Module I:		

Optional Subsequent Module and Phase Pricing

The following cost deliverables are provided as examples. Vendor may provide pricing differently, as long as (1) all component costs are included; (2) projects costs are included; (3) if deliverables are proposed, deliverables map to project plan; (4) cost of services map to the number of man-hours at the hourly rate for that function; and (5) Vendor understands the State must have the opportunity to review and accept any deliverable and cannot pay for any service or product before it is received and accepted.

Vendor must provide a line item price for the provision of all necessary hardware, software, deliverables, and Vendor Services to implement the incorporation of each item listed below. Each item must be priced separately:

Module II: Teacher Licensure data

Module III: School Payment System data

Module IV: Migrant Information System data

Module V: English Language Learner data

Module VI: Homeless Students

Phase II: Adding up to 300 Internal users

Phase III: Adding up to 500 School District users from around the State

Project Team Hourly Rates

Vendor must also provide Fully Loaded and Un-loaded Hourly rates for each function that may be needed throughout the lifecycle of the Data Warehouse/BI project must be listed in the following table:

Project Team Function	Fully Loaded Hourly Rate**	Un-Loaded Hourly Rate	Annual Rate of Increase after 1st Year
Project Manager			
Technical Team Leader			
Functional Team Leader			
Technical Analyst			
Functional Analyst			
Document Specialist			
Training Specialist			
Etc.			

****Fully loaded hourly rates include any necessary travel.**

SECTION IX REFERENCES

Please return the following Reference Forms, and if applicable, Subcontractor Reference Forms.

1. References

- 1.1 The Vendor must provide at least three (3) references consisting of Vendor accounts that the State may contact. Required information includes customer contact name, address, telephone number, email address, and engagement starting and ending dates. Forms for providing reference information are included later in this RFP section. The Vendor must make arrangements in advance with the account references so that they may be contacted at the Project team's convenience without further clearance or Vendor intercession.
- 1.2 Any of the following may subject the Vendor's proposal to being rated unfavorably relative to these criteria or removed from further consideration, at the State's sole discretion:
 - 1.2.1 Failure to provide reference information in the manner described;
 - 1.2.2 Inability of the State to substantiate minimum experience or other requirements from the references provided;
 - 1.2.3 Non-responsiveness of references to the State's attempts to contact them; or
 - 1.2.4 Unfavorable references that raise serious concerns about material risks to the State in contracting with the Vendor for the proposed products or services.
- 1.3 References should be based on the following profiles and be able to substantiate the following information from both management and technical viewpoints:
 - 1.3.1 The reference installation must for a data warehouse/business intelligence project similar in scope and size to the project for which this RFP is issued;
 - 1.3.2 The reference installation must have been operational for at least **twelve (12)** months.
 - 1.3.3 Additional reference requirements:
 - 1.3.3.1 At least two (2) of the Vendor's references, as outlined in Section IX of this RFP, must be a public entity (city, state, province or country) in which the Vendor has Data Warehouse/BI system solution that includes the modules

listed in this RFP. Please include the name, title, telephone number and e-mail of a contact person at the public entity named. Preference will be given to Vendors with more than one (1) successful similar public entity installation. Preference will also be given to Vendors with at least one (1) successful Department of Education installation.

1.3.3.2 At least one (1) of the Vendor's references, as outlined in Section IX of this RFP, must be associated with SLDS efforts for state Departments of Education. Please include the name, title, telephone number and e-mail of a contact person at the public entity named. Preference will be given to Vendors with more than one (1) successful similar public entity installation. Preference will also be given to Vendors with successful Department of Education installation(s).

1.4 The State reserves the right to request information about the Vendor from any previous customer of the Vendor of whom the State is aware, including the procuring agency and/or other agencies or institutions of the State, even if that customer is not included in the Vendor's list of references, and to utilize such information in the evaluation of the Vendor's proposal.

1.5 Unless otherwise indicated in the Scoring Methodology in Section VII, reference information available to the State will be used as follows:

1.5.1 As documentation supporting mandatory experience requirements for companies, products, and/or individuals, as required in this RFP;

1.5.2 To confirm the capabilities and quality of a Vendor, product, or individual for the proposal deemed lowest and best, prior to finalizing the award.

1.6 The State reserves the right to forego reference checking when, at the State's sole discretion, the evaluation team determines that the capabilities of the recommended Vendor are known to the State.

2. **Subcontractors**

The Vendor's proposal must identify any subcontractor that will be used and include the name of the company, telephone number, contact person, type of work subcontractor will perform, number of certified employees to perform said work, and three (3) references for whom the subcontractor has performed work that the State may contact. Forms for providing subcontractor information and references are included at the end of this section.

Unless otherwise noted, the requirements found in the References section may be met through a combination of Vendor and subcontractor references and experience. Vendor's proposal should clearly indicate any mandatory experience requirements met by subcontractors. NOTE: The State reserves the right to eliminate from further consideration proposals in which the prime Vendor does not, in the State's sole opinion, provide substantive value or investment in the total solution proposed. (i.e. the State does not typically accept proposals in which the prime Vendor is only a brokering agent.)

REFERENCE FORM

Complete three (3) Reference Forms.

Contact Name:

Company Name:

Address:

Phone #:

E-Mail:

Project Start Date:

Project End Date:

Description of product/services/project, including start and end dates:

--

SUBCONTRACTOR REFERENCE FORM

Complete a separate form for each subcontractor proposed.

Contact Name:
Company name:
Address:
Phone #:
E-Mail:

Scope of services/products to be provided by subcontractor:

Complete three (3) Reference Forms for each Subcontractor.

Contact Name:
Company name:
Address:
Phone #:
E-Mail:

Description of product/services/project, including start and end dates:

**EXHIBIT A
STANDARD CONTRACT**

A properly executed contract is a requirement of this RFP. After an award has been made, it will be necessary for the winning Vendor to execute a contract with **ITS**. The inclusion of this contract does not preclude **ITS** from, at its sole discretion, negotiating additional terms and conditions with the selected Vendor(s) specific to the projects covered by this RFP.

If Vendor cannot comply with any term or condition of this Standard Contract, Vendor must list and explain each specific exception on the *Proposal Exception Summary Form* included in Section V.

**PROJECT NUMBER 39005
SOFTWARE TURNKEY AGREEMENT
BETWEEN
INSERT VENDOR NAME
AND
MISSISSIPPI DEPARTMENT OF INFORMATION TECHNOLOGY SERVICES
AS CONTRACTING AGENT FOR THE
MISSISSIPPI DEPARTMENT OF EDUCATION**

This Software Turnkey Agreement (hereinafter referred to as "Agreement") is entered into by and between **INSERT VENDOR NAME**, a **INSERT STATE OF INCORPORATION** corporation having its principal place of business at **INSERT VENDOR ADDRESS** (hereinafter referred to as "Seller"), and Mississippi Department of Information Technology Services having its principal place of business at 3771 Eastwood Drive, Jackson, Mississippi 39211 (hereinafter referred to as "ITS"), as contracting agent for the Mississippi Department of Education located at 359 North West Street, Jackson, Mississippi 39205 (hereinafter referred to as "Purchaser"). ITS and Purchaser are sometimes collectively referred to herein as "State."

WHEREAS, Purchaser, pursuant to Request for Proposals ("RFP") Number 3662, requested proposals for the acquisition of certain software, installation and conversion services, and technical support (collectively "Turnkey Operation") necessary for the implementation of a Data Warehouse/Business Intelligence System; and

WHEREAS, Seller was the successful proposer in an open, fair, and competitive procurement process to provide the system and services described above;

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

ARTICLE 1 PERIOD OF PERFORMANCE

1.1 This Agreement will become effective on the date it is signed by all parties and will continue in effect until all tasks required herein, including any post warranty maintenance/support specified in Exhibit A, have been completed. Seller agrees to complete all tasks required under this Agreement, with the exception of warranty service and post warranty maintenance, on or before May 31, 2012, or within such other period as may be agreed to by the parties.

1.2 This Agreement will become a binding obligation on the State only upon the issuance of a valid purchase order by the Purchaser following contract execution and the issuance by ITS of the CP-1 Acquisition Approval Document.

ARTICLE 2 TURNKEY OPERATION AND INSTALLATION

2.1 The Seller agrees to provide Purchaser with a turnkey system consisting of software, installation and conversion services, technical support, and training for the implementation of a Data Warehouse/Business Intelligence System, as specified in RFP No. 3662. Seller agrees to facilitate the integration of the hardware and software for the particular purpose set forth in RFP No. 3662. Seller further agrees that the system as set forth in RFP No. 3662 and Seller's Proposal in response thereto shall operate efficiently and optimally in light of industry standards and as further specified in RFP No. 3662 and Seller's Proposal in response thereto. RFP No. 3662 and Seller's Proposal as accepted by the State in response thereto are incorporated herein by reference.

2.2 In matters of proposals, negotiations, contracts, and resolution of issues and/or disputes, the parties agree that: (a) Seller is solely responsible for all products and services being provided in this project; (b) Seller is responsible for the fulfillment of this project; and (c) Seller represents all contractors, third parties, and/or subcontractors Seller has assembled for this project. The Purchaser is required to negotiate only with Seller, as Seller's commitments, as specified in this Agreement, are binding on all proposed contractors, third parties, and subcontractors.

ARTICLE 3 PROCUREMENT OF SOFTWARE AND PURCHASE ORDERS

Subject to the terms and conditions set forth herein, Seller agrees to provide, at the location specified by Purchaser, and Purchaser agrees to buy as needed the software and services listed in the attached Exhibit A, which is incorporated herein and at the purchase price set forth therein. Purchaser shall submit a purchase order signed by a representative of Purchaser itemizing the items to be purchased. The purchase order shall be subject to the terms and conditions of this Agreement. The parties agree that Purchaser reserves the right to adjust the quantities of purchases based upon the availability of funding or as determined necessary by Purchaser. Seller guarantees pricing for a period of six (6) months from the effective date of this Agreement. In the

event there is a national price decrease of the products specified in Seller's Proposal during this time, Seller agrees to extend the new, lower pricing to Purchaser.

ARTICLE 4 DELIVERY, INSTALLATION, AND RISK OF LOSS

4.1 Seller shall deliver the software to the location specified by Purchaser, pursuant to the delivery schedule set forth by Purchaser.

4.2 Seller shall complete installation of the software pursuant to the requirements set forth in RFP No. 3662 and Article 5 herein. Seller acknowledges that installation of the system shall be accomplished with minimal interruption of Purchaser's normal day-to-day operations.

4.3 Seller shall assume and shall bear the entire risk of loss and damage to the software from any cause whatsoever while in transit and at all times throughout its possession thereof.

4.4 Seller shall be responsible for replacing, restoring, or bringing to at least original condition any damage to floors, ceilings, walls, furniture, grounds, pavements, sidewalks, and the like caused by its personnel and operations during the installation, subject to final approval of ITS. The repairs will be done only by technicians skilled in the various trades involved, using materials and workmanship to match those of the original construction in type and quality.

ARTICLE 5 SCHEDULE AND ACCEPTANCE

5.1 Seller warrants that all software shall be properly delivered, installed, and integrated for acceptance testing within the scheduling deadlines set forth by Purchaser, as the site is deemed ready for installation. Seller shall provide Purchaser with an installation schedule identifying the date, time, and location within the scheduling deadlines set forth in RFP No. 3662, or as may be agreed to by the parties.

5.2 During the project initiation, Seller and Purchaser will develop a mutually agreed upon project plan including the division of responsibility between Purchaser's staff and Seller's staff. It is understood by the parties that the project work plan must be in place prior to any other work being performed. Once this mutually agreed upon project plan, which will identify specific time frames and deliverable target dates for this project, has been developed, it will be incorporated into and made a part of this Agreement. The dates in the project plan will define the agreed upon period of performance. The parties acknowledge that the project plan will evolve and change from time to time upon the mutual written agreement of both parties. The parties agree that the deliverables and schedule set forth in the latest version of the project plan will take precedence over any prior plans.

5.3 Seller shall provide all documentation for the software being tested before acceptance testing will begin. Purchaser shall have ten (10) working days to review each deliverable and to

either notify Seller of acceptance or to provide Seller a detailed list of deficiencies that must be remedied prior to payment being made. In the event the Purchaser notifies the Seller of deficiencies, the Seller, at Seller's sole expense, shall correct such deficiencies within ten (10) working days, unless the Purchaser consents in writing to a longer period of time.

5.4 Upon notification by Seller that the complete turnkey system has been fully implemented and is ready for final system acceptance testing, Purchaser shall have thirty (30) working days to evaluate and test the system to confirm that it performs without any defects and performs pursuant to the specifications set forth in RFP No. 3662 and the Seller's Proposal in response thereto. Seller shall participate, as agreed upon by both parties, in the acceptance testing of the system by providing technical staff at Purchaser's location to provide assistance in demonstrating all functions of the system. The Purchaser's official representative must sign off on each application to ensure that the applications meet the functional and technical requirements. In the event that one (1) or more applications supplied by Seller are not accepted, the Seller shall correct the deficiencies or provide at its own expense whatever software that may be required to meet the acceptance criteria within ten (10) working days or a mutually agreed upon time period. In the event the system fails to perform to Purchaser's satisfaction, Purchaser shall immediately notify Seller. Seller, at Seller's sole expense, shall correct defects identified by Purchaser within ten (10) working days, or such other period as the parties may agree upon. The thirty (30) working day testing period will be extended by system down-time. In the event Seller is unable to repair or replace the defective software, the Purchaser reserves the right to return defective software to Seller at Seller's expense and to cancel this Agreement.

5.5 Acceptance testing is complete when the Purchaser has successfully completed all acceptance test criteria defined in the Acceptance Test Plan, as well as other ad hoc testing as defined by the State; all critical defects have been corrected and successfully re-tested by the State; and the State has been able to emulate ten (10) consecutive successful iterations of processing cycles, as defined by the State, without error. These completion criteria are independent of the thirty (30) working day test period.

5.6 In addition to the thirty (30) working day acceptance test period, the State will facilitate a three (3) month pilot period that will include selected school districts located in various parts of the State of Mississippi. The State will require specific on-site support from the Seller for the "pilot period." On-site in this context is to mean Jackson, Mississippi. The Seller must correct any deficiencies identified during the pilot period. The Seller must test the corrected deficiencies before submitting them to the State for regression testing.

ARTICLE 6 SOFTWARE LICENSE AND TERMS

6.1 Seller shall furnish the software to Purchaser as set forth in purchase orders submitted and executed by Purchaser and shall acquire the right to license the software to Purchaser. For

purposes of this Article, the term "Purchaser" means the Mississippi Department of Education, its employees, and any third party consultants or outsourcers engaged by Purchaser who have a need to know and who shall be bound by the terms and conditions of this license and Agreement.

6.2 Seller accepts sole responsibility for: (a) Purchaser's system configuration, design, and requirements; (b) the selection of the software to achieve Purchaser's intended results; (c) the results obtained from the software; and (d) modifications, changes, or alterations to the software provided by Seller.

6.3 Seller understands and agrees that Purchaser shall have: (a) a non-exclusive, non-transferable, enterprise-wide unlimited, and perpetual license for the software delivered hereunder; (b) the right to use and customize the software products and the related documentation for Purchaser's business operations in accordance with the terms and conditions of this Agreement; (c) unlimited use by licensed users of the software products acquired for Purchaser's operations; (d) use of such software products with a backup platform system, should it be deemed necessary by Purchaser; (e) the right to copy such software for safekeeping, backup, and disaster recovery purposes; (f) the right to combine the software with other programs and modules and the right to create interfaces to other programs; and (g) the right to reproduce any and all physical documentation supplied under the terms of this Agreement.

6.4 Purchaser agrees that, except as noted herein, it will not otherwise copy, translate, modify, adapt, decompile, disassemble, or reverse engineer any of the software without the prior written consent of Seller. All title and proprietary rights, whether tangible or intangible, including but not limited to copyright, trademark, and trade secret rights, in and to the software are retained by the Seller or the third party software manufacturer as applicable. Purchaser agrees to reproduce and include the copyright, trademark, and other proprietary rights notices on any copies made of the software and documentation.

ARTICLE 7 CONVERSION AND TRAINING

Seller shall, for the fees specified in the attached Exhibit A, provide the conversion activities as well as the training specified in RFP No. 3662 and Seller's Proposal, as accepted by Purchaser, in response thereto. Seller and Purchaser shall mutually agree on the time for the training and an outline of the training to be provided. Seller specifically understands and agrees that Purchaser will not accept the system until Seller completes the conversion and training requirements. Seller agrees to provide, upon delivery, all user documentation and technical manuals needed to fully acquaint the user with operation of the software.

ARTICLE 8 CONSIDERATION AND METHOD OF PAYMENT

8.1 Except as provided in the Change Order Rate and Procedure Article of this Agreement, the total compensation to be paid to the Seller by the Purchaser shall not exceed the fixed price

of **INSERT TOTAL \$ AMOUNT** for all software, products, services, travel, performances and expenses under this Agreement, payable as described in Exhibit A, unless prior written authorization from ITS has been obtained. Authorization of payments is subject to the written approval of the Purchaser.

8.2 The Seller and the Purchaser agree to the Deliverable Schedule as set forth in the Payment Schedule and Deliverables List included as Exhibit A to this Agreement. The Seller will receive payment in the amount indicated in Article 8.1 herein, less retainage to be withheld in accordance with the Retainage Article herein, upon written acceptance by the Purchaser of each of the deliverables defined therein. The parties agree that as the project work plan is revised by written agreement of the parties during the term of this Agreement, the anticipated dates for acceptance of deliverables and for the corresponding payments to the Seller, but not the amounts of those payments, may likewise be revised only by written agreement of the parties.

8.3 Upon written acceptance, as set forth in Article 5 herein, by the Purchaser of a deliverable which has an associated payment, the Seller will invoice the Purchaser for the invoice amount of that payment as indicated in the attached Exhibit A, less retainage to be withheld in accordance with the Retainage Article herein. Seller shall certify that the billing is true and correct. Seller shall submit invoices and supporting documentation to Purchaser electronically during the term of this Agreement using the processes and procedures identified by the State. Purchaser agrees to pay Seller in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies," Sections 31-7-301, et seq. of the 1972 Mississippi Code Annotated, as amended, which generally provides for payment of undisputed amounts by the State within forty-five (45) days of receipt of the invoice. Seller understands and agrees that Purchaser is exempt from the payment of taxes. All payments should be made in United States currency. Payments by state agencies using the Statewide Automated Accounting System ("SAAS") shall be made and remittance information provided electronically as directed by the State. These payments by SAAS agencies shall be deposited into the bank account of the Seller's choice. No payment, including final payment, shall be construed as acceptance of defective products or incomplete work, and the Seller shall remain responsible and liable for full performance in strict compliance with the contract documents specified in the article herein titled "Entire Agreement."

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

ARTICLE 9 WARRANTIES

9.1 Seller represents and warrants that all software and services provided by Seller shall meet or exceed the minimum specifications set forth in RFP No. 3662 and Seller's Proposal in response thereto.

9.2 Seller represents and warrants that Seller has the right to license the software provided under this Agreement.

9.3 Seller represents and warrants that all software furnished will be free from material defects for a period of one (1) year after final acceptance of the complete system and will provide Purchaser complete functionality necessary for the operation of the system as stated in RFP No. 3662 and the Seller's Proposal in response thereto. This warranty shall cover all components of the system, including but not limited to all programs, screens, reports, subroutines, utilities, file structures, documentation, interfaces, or other items provided by the Seller. This warranty will apply to the base package plus any customized programs, screens, reports, subroutines, interfaces, utilities, file structures, documentation, or other items proposed and delivered by the Seller specifically for this project. The Seller shall give immediate high priority attention to any mission critical corrections that are needed. If the software does not function accordingly, Seller shall, at no cost to Purchaser, provide a workaround solution within twenty-four (24) hours and a full fix within five (5) business days that is compliant with this warranty. In the event Seller cannot repair or replace the software, Seller shall at the State's election, either refund the fees paid for the software and for any services that directly relate to the defective software, or secure alternate software, acceptable to the Purchaser which will insure functionality of the system.

9.4 Seller represents and warrants that the turnkey system is fit for the particular purpose set forth in this Agreement and RFP No. 3662, with regard to Purchaser's foreseeable or projected needs.

9.5 Seller represents and warrants that it has and will obtain and pass through to Purchaser any and all warranties obtained or available from the licensor of software supplied to Seller.

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

9.7 Seller represents and warrants that there is no disabling code or a lockup program or device embedded in the software provided to Purchaser. Seller further agrees that it will not under any circumstances, including enforcement of a valid contract right, (a) install or trigger a lockup program or device, or (b) take any step which would in any manner interfere with Purchaser's use of the software and/or which would restrict Purchaser from accessing its data files or in any way interfere with the transaction of Purchaser's business. For any breach of this warranty, Seller, at its expense, shall, within five (5) working days after receipt of notification of the breach, deliver Products to Purchaser that are free of such disabling code or a lockup program or device.

9.8 Seller represents and warrants that the software, as delivered to Purchaser, does not contain a computer virus. For any breach of this warranty, Seller, at its expense, shall, within five (5) working days after receipt of notification of the breach, deliver Products to Purchaser that are free of any virus and shall be responsible for repairing, at Seller's expense, any and all damage done by the virus to Purchaser's site.

9.9 Seller represents and warrants that upon completion of the project the Seller and all subcontractors shall convey to Purchaser copies of all interim reports, data collection forms, and any working papers that support the final acceptance of the system.

9.10 Seller represents and warrants that it presently has and will continue to maintain, at its own expense, throughout the term of this Agreement, valid licenses for all software, trademarks, service marks, patents and copyrighted material and any other proprietary information of a third party that it will deploy in support of all products Seller uses in the performance of this Agreement. Seller further represents and warrants that upon Purchaser's request, Seller shall pass through such licenses to Purchaser at no cost to Purchaser. In the event the licenses are passed through to Purchaser, such licenses shall name the Purchaser as the license holder of record and such licenses shall be established in such a manner so as to survive the termination/expiration of this Agreement. For any breach of the preceding warranty, Seller at its own expense shall within five (5) business days after receipt of notification of the breach, secure and/or pass through, as applicable, the necessary licenses. Failure of the Seller to secure and/or pass through such licenses to Purchaser shall be considered a material breach of this Agreement and the Purchaser may, at its sole discretion, pursue its rights as set forth in the Termination Article herein and any other rights and remedies it may have at law or in equity.

9.11 Seller represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act, Section 71-11-1, et seq. of the Mississippi Code Annotated (Supp2008), and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal

Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Seller agrees to maintain records of such compliance and, upon request of the State and approval of the Social Security Administration or Department of Homeland Security where required, to provide a copy of each such verification to the State. Seller further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. Seller understands and agrees that any breach of these warranties may subject Seller to the following: (a) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (b) the loss of any license, permit, certification or other document granted to Seller by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. In the event of such termination/cancellation, Seller would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit.

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

9.13 Seller represents and warrants that no official or employee of Purchaser or of ITS, and no other public official of the State of Mississippi who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the project shall, prior to the completion of said project, voluntarily acquire any personal interest, direct or indirect, in this Agreement. The Seller warrants that it has removed any material conflict of interest prior to the signing of this Agreement, and that it shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its responsibilities under this Agreement. The Seller also warrants that in the performance of this Agreement no person having any such known interests shall be employed.

9.14 The Seller represents and warrants that no elected or appointed officer or other employee of the State of Mississippi, nor any member of or delegate to Congress has or shall benefit financially or materially from this Agreement. No individual employed by the State of Mississippi shall be admitted to any share or part of the Agreement or to any benefit that may arise therefrom. The State of Mississippi may, by written notice to the Seller, terminate the right of the Seller to proceed under this Agreement if it is found, after notice and hearing by the ITS Executive Director or his/her designee, that gratuities in the form of entertainment, gifts, jobs, or

otherwise were offered or given by the Seller to any officer or employee of the State of Mississippi with a view toward securing this Agreement or securing favorable treatment with respect to the award, or amending or making of any determinations with respect to the performing of such contract, provided that the existence of the facts upon which the ITS Executive Director makes such findings shall be in issue and may be reviewed in any competent court. In the event this Agreement is terminated under this article, the State of Mississippi shall be entitled to pursue the same remedies against the Seller as it would pursue in the event of a breach of contract by the Seller, including punitive damages, in addition to any other damages to which it may be entitled at law or in equity.

ARTICLE 10 INFRINGEMENT INDEMNIFICATION

Seller represents and warrants that neither the software, its elements, nor the use thereof violates or infringes on any copyright, patent, trademark, servicemark, trade secret, or other proprietary right of any person or entity. Seller, at its own expense, shall defend or settle any and all infringement actions filed against Seller or Purchaser which involves the software provided under this Agreement and shall pay all settlements, as well as all costs, attorney fees, damages, and judgment finally awarded against Purchaser. If the continued use of the products for the purpose intended is threatened to be enjoined or is enjoined by any court of competent jurisdiction, Seller shall, at its expense: (a) first procure for Purchaser the right to continue using such products, or upon failing to procure such right; (b) modify or replace them with non-infringing products while maintaining substantially similar software functionality or data/informational content, or upon failing to secure either such right; (c) refund to Purchaser the software license fees previously paid by Purchaser for the products Purchaser may no longer use. Said refund shall be paid within ten (10) working days of notice to Purchaser to discontinue said use.

ARTICLE 11 SOFTWARE SUPPORT

11.1 Prior to expiration of the warranty period, Seller shall notify Purchaser in writing of the impending warranty expiration, and Purchaser shall in turn notify Seller of its decision to either obtain software support or to forgo it. Upon notification of intent to obtain software support, Seller shall provide Purchaser, for the annual fee specified in the attached Exhibit A, the software support services as herein described.

11.2 Seller shall provide, for the periods set forth in Exhibit A, software support services as specified in RFP No. 3662 and Seller's Proposal, as accepted by Purchaser, in response thereto, with said support to include, but not be limited to, the following: (a) upon notification of software errors, Seller shall provide all remedial support and assistance needed to correct the errors which affect the operation of the software; (b) the provision of regular updates, new releases, and enhancements as they are released, but no less than one (1) annually; (c) unlimited toll-free technical telephone support in the operation of the software system Monday through

Friday, 7:00 A.M. to 7:00 P.M., Central Time, with a guaranteed one (1) hour telephone response time; priority placement in the support queue shall be given to all system locking situations or problems claimed by Purchaser to be a mission critical process; and (d) on-site support in the operation of the software products if reasonably convenient or necessary in the opinion of the Seller. It is further understood that in the event the software product lines are discontinued, Seller shall be responsible for supporting the last software release implemented by the Purchaser for a minimum of five (5) years thereafter, with the same level of support as described in this Article. Should Seller migrate away from the database currently required for the software installed for Purchaser to a different database, Seller shall provide updated product and new database licensing to Purchaser at no cost to Purchaser.

11.3 Sixty (60) days prior to expiration of the initial software support period or any renewal term thereof, Seller shall notify Purchaser in writing of the impending expiration, and Purchaser shall have thirty (30) days in which to notify Seller of its decision to either renew or cancel any further software support. In no event shall the cost for software support increase by more than five percent (5%) per year.

ARTICLE 12 EMPLOYMENT STATUS

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

12.2 Seller represents that it is qualified to perform the duties to be performed under this Agreement and that it has or will secure, if needed, at its own expense, applicable personnel who shall be qualified to perform the duties required under this Agreement. Such personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of Purchaser. Seller shall pay, when due, all salaries and wages of its employees, and it accepts exclusive responsibility for the payment of federal income tax, state income tax, social security, unemployment compensation, and any other withholdings that may be required. Neither Seller nor employees of Seller are entitled to state retirement or leave benefits.

12.3 Any person assigned by Seller to perform the services hereunder shall be the employee of Seller, who shall have the sole right to hire and discharge its employee. Purchaser may, however, direct Seller to replace any of its employees under this Agreement. If Seller is notified within the first eight (8) hours of assignment that the person is unsatisfactory, Seller will not charge Purchaser for those hours.

12.4 It is further understood that the consideration expressed herein constitutes full and complete compensation for all services and performances hereunder and that any sum due and

payable to Seller shall be paid as a gross sum with no withholdings or deductions being made by Purchaser for any purpose from said contract sum.

ARTICLE 13 BEHAVIOR OF EMPLOYEES/SUBCONTRACTORS

Seller will be responsible for the behavior of all its employees and subcontractors while on the premises of any Purchaser location. Any employee or subcontractor acting in a manner determined by the administration of that location to be detrimental, abusive, or offensive to any of the staff and/or student body will be asked to leave the premises and may be suspended from further work on the premises. All Seller employees and subcontractors who will be working at such locations to install or repair Products shall be covered by Seller's comprehensive general liability insurance policy.

ARTICLE 14 MODIFICATION OR RENEGOTIATION

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

ARTICLE 15 AUTHORITY, ASSIGNMENT AND SUBCONTRACTS

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

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

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

15.4 Seller represents and warrants that any subcontract agreement Seller enters into shall contain a provision advising the subcontractor that the subcontractor shall have no lien and no legal right to assert control over any funds held by the Purchaser, that the subcontractor

acknowledges that no privity of contract exists between the Purchaser and the subcontractor, and that the Seller is solely liable for any and all payments which may be due to the subcontractor pursuant to its subcontract agreement with the Seller. The Seller shall indemnify and hold harmless the State from and against any and all claims, demands, liabilities, suits, actions, damages, losses, costs, and expenses of every kind and nature whatsoever arising as a result of Seller's failure to pay any and all amounts due by Seller to any subcontractor, materialman, laborer, or the like.

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

ARTICLE 16 AVAILABILITY OF FUNDS

It is expressly understood and agreed that the obligation of Purchaser to proceed under this Agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds for the performances required under this Agreement. If the funds anticipated for the fulfillment of this Agreement are not forthcoming or are insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds, or if there is a discontinuance or material alteration of the program under which funds were available to Purchaser for the payments or performance due under this Agreement, Purchaser shall have the right to immediately terminate this Agreement without damage, penalty, cost, or expense to Purchaser of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination. Purchaser shall have the sole right to determine whether funds are available for the payments or performances due under this Agreement.

ARTICLE 17 TERMINATION

Notwithstanding any other provision of this Agreement to the contrary, this Agreement may be terminated, in whole or in part, as follows: (a) upon the mutual, written agreement of the parties; (b) by Purchaser, without the assessment of any penalties, upon thirty (30) days written notice to Seller, if Seller becomes the subject of bankruptcy, reorganization, liquidation, or receivership proceedings, whether voluntary or involuntary; (c) by Purchaser, without the assessment of any penalties, for any reason after giving thirty (30) days written notice specifying the effective date thereof to Seller; or (d) by either party in the event of a breach of a material term or provision of this Agreement where such breach continues for thirty (30) days after the breaching party receives written notice from the other party. Upon termination, Purchaser will be entitled to a refund of applicable unexpended prorated annual software support fees/charges, if any. In the event of termination, Seller shall be paid for satisfactory work completed or services rendered by Seller in connection with this Agreement and accepted by Purchaser as of the date of receipt of notification of termination. In no case shall said compensation exceed the total contract price.

The provisions of this Article do not limit either party's right to pursue any other remedy available at law or in equity.

ARTICLE 18 GOVERNING LAW

This Agreement shall be construed and governed in accordance with the laws of the State of Mississippi, and venue for the resolution of any dispute shall be Jackson, Hinds County, Mississippi. Seller expressly agrees that under no circumstances shall Purchaser or ITS be obligated to pay an attorney's fee, prejudgment interest, or the cost of legal action to Seller. Further, nothing in this Agreement shall affect any statutory rights Purchaser may have that cannot be waived or limited by contract.

ARTICLE 19 WAIVER

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

ARTICLE 20 SEVERABILITY

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

ARTICLE 21 CAPTIONS

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

ARTICLE 22 HOLD HARMLESS

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

ARTICLE 23 THIRD PARTY ACTION NOTIFICATION

Seller shall notify Purchaser in writing within five (5) business days of Seller filing bankruptcy, reorganization, liquidation or receivership proceedings or within five (5) business days of its receipt of notification of any action or suit being filed or any claim being made against Seller or Purchaser by any entity that may result in litigation related in any way to this Agreement and/or which may affect the Seller's performance under this Agreement. Failure of the Seller to provide such written notice to Purchaser shall be considered a material breach of this Agreement and the Purchaser may, at its sole discretion, pursue its rights as set forth in the Termination Article herein and any other rights and remedies it may have at law or in equity.

ARTICLE 24 AUTHORITY TO CONTRACT

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

ARTICLE 25 NOTICE

Any notice required or permitted to be given under this Agreement shall be in writing and personally delivered or sent by electronic means, provided that the original of such notice is sent by certified United States mail, postage prepaid, return receipt requested, or overnight courier with signed receipt, to the party to whom the notice should be given at their business address listed herein. ITS' address for notice is: Mr. David L. Litchliter, Executive Director, Mississippi Department of Information Technology Services, 3771 Eastwood Drive, Jackson, Mississippi 39211. Purchaser's address for notice is: Mr. Oliver B. Frazier, Chief Information Officer, Mississippi Department of Education, 359 North West Street, Jackson, Mississippi 39205. The Seller's address for notice is: **INSERT VENDOR NOTICE INFORMATION**. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

ARTICLE 26 RECORD RETENTION AND ACCESS TO RECORDS

Seller shall establish and maintain financial records, supporting documents, statistical records and such other records as may be necessary to reflect its performance of the provisions of this Agreement. The Purchaser, ITS, any state or federal agency authorized to audit Purchaser, and/or any of their duly authorized representatives, shall have unimpeded, prompt access to this Agreement and to any of the Seller's proposals, books, documents, papers and/or records that are pertinent to this Agreement to make audits, copies, examinations, excerpts and transcriptions at the State's or Seller's office as applicable where such records are kept during normal business hours. All records relating to this Agreement shall be retained by the Seller for three (3) years from the date of receipt of final payment under this Agreement. However, if any litigation or

other legal action, by or for the state or federal government has begun that is not completed at the end of the three (3) year period, or if an audit finding, litigation or other legal action has not been resolved at the end of the three (3) year period, the records shall be retained until resolution.

ARTICLE 27 INSURANCE

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

ARTICLE 28 DISPUTES

Any dispute concerning a question of fact under this Agreement, which is not disposed of by agreement of the Seller and Purchaser, shall be decided by the Executive Director of ITS or his/her designee. This decision shall be reduced to writing and a copy thereof mailed or furnished to the parties. Disagreement with such decision by either party shall not constitute a breach under the terms of this Agreement. Such disagreeing party shall be entitled to seek such other rights and remedies it may have at law or in equity.

ARTICLE 29 COMPLIANCE WITH LAWS

Seller shall comply with and all activities under this Agreement shall be subject to all Purchaser policies and procedures and all applicable federal, state, and local laws, regulations, policies, and procedures as now existing and as may be amended or modified. Specifically, but not limited to, Seller shall not discriminate against any employee nor shall any party be subject to discrimination in the performance of this Agreement because of race, creed, color, sex, age, national origin, or disability.

ARTICLE 30 CONFLICT OF INTEREST

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

ARTICLE 31 SOVEREIGN IMMUNITY

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

ARTICLE 32 CONFIDENTIAL INFORMATION

32.1 Seller shall treat all Purchaser data and information to which it has access by its performance under this Agreement as confidential and shall not disclose such data or information to a third party without specific written consent of Purchaser. In the event that Seller receives notice that a third party requests divulgence of confidential or otherwise protected information

and/or has served upon it a subpoena or other validly issued administrative or judicial process ordering divulgence of such information, Seller shall promptly inform Purchaser and thereafter respond in conformity with such subpoena to the extent mandated by state and/or federal laws, rules, and regulations. This Article shall survive the termination or completion of this Agreement, shall continue in full force and effect, and shall be binding upon the Seller and its agents, employees, successors, assigns, subcontractors, or any party or entity claiming an interest in this Agreement on behalf of or under the rights of the Seller, following any termination or completion of this Agreement.

32.2 With the exception of any attached exhibits which are labeled as “confidential”, the parties understand and agree that this Agreement, including any amendments and/or change orders thereto, does not constitute confidential information, and may be reproduced and distributed by the State without notification to Seller. ITS will provide third party notice to Seller of any requests received by ITS for any such confidential exhibits so as to allow Seller the opportunity to protect the information by court order as outlined in ITS Public Records Procedures. In accordance with the Mississippi Accountability and Transparency Act of 2008, §27-104-151, et seq., of the Mississippi Code of 1972, as amended, a fully executed copy of this Agreement shall be posted to the State of Mississippi’s accountability website at: <https://merlin.state.ms.us>.

ARTICLE 33 EFFECT OF SIGNATURE

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

ARTICLE 34 OWNERSHIP

Excluding any Seller Proprietary Material provided herein, all software, source code, associated documentation, data, files, work papers, documentation, and all other material, electronic or otherwise, collected and created by Seller in connection with this Agreement, whether completed or in progress, (collectively referred to herein as “Purchaser Proprietary Material”) shall be the sole and exclusive property of Purchaser upon completion/termination of this Agreement, free from any claim, lien or right of retention on the part of the Seller. As used herein, Seller Proprietary Material means intellectual property owned by Seller or a third party that was developed previous to or independently of the efforts under this Agreement. It is understood and agreed that all title and proprietary rights, whether tangible or intangible, including but not limited to copyright, trademark, and trade secret rights, in and to the Seller Proprietary Material are retained by the Seller or the third party manufacturer as applicable. All patent rights, copyrights and other registration to the Purchaser Proprietary Material shall be the property of

the State of Mississippi, which shall have the sole right to seek patent, copyright, registered design, or other protection in connection therewith. If federal or state law should not allow the State of Mississippi to seek patent, copyright, or other registration, the Seller shall, if so requested by the State, seek such registration and shall irrevocably grant, assign and transfer such registration to the State. In such event, the State shall be responsible for all costs and fees associated with such registration. The Seller shall not under any circumstances use the Purchaser Proprietary Material, in whole or in part, without the prior written approval of the Purchaser.

ARTICLE 35 NON-SOLICITATION OF EMPLOYEES

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

ARTICLE 36 ENTIRE AGREEMENT

36.1 This Agreement constitutes the entire agreement of the parties with respect to the subject matter contained herein and supersedes and replaces any and all prior negotiations, understandings, and agreements, written or oral, between the parties relating hereto, including all terms of any unsigned or "shrink-wrap" license included in any package, media, or electronic version of Seller-furnished software, or any "click-wrap" or "browse-wrap" license presented in connection with a purchase via the Internet. The RFP No. 3662 and Seller's Proposal in response to RFP No. 3662 are hereby incorporated into and made a part of this Agreement.

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

- A.** This Agreement signed by both parties;
- B.** Any exhibits attached to this Agreement;
- C.** RFP No. 3662 and written addenda; and
- D.** Seller's Proposal, as accepted by Purchaser, in response to RFP No. 3662.

36.3 The intent of the above listed documents is to include all items necessary for the proper execution and completion of the services by the Seller. The documents are complementary, and what is required by one shall be binding as if required by all. A higher order document shall supersede a lower order document to the extent necessary to resolve any conflict or inconsistency arising under the various provisions thereof, provided, however, that in the event an issue is addressed in one of the above mentioned documents but is not addressed in another of such documents, no conflict or inconsistency shall be deemed to occur by reason thereof. The documents listed above are shown in descending order of priority, that is, the highest document

begins with the first listed document (“A. This Agreement”) and the lowest document is listed last (“D. Seller’s Proposal”).

ARTICLE 37 STATE PROPERTY AND LOCATION OF WORK

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

37.2 All work provided in connection with this contract will be required to be performed on-site in the Purchaser’s offices in Jackson, Mississippi, unless written approval is received from the State. Seller accepts full responsibility for all problems arising out of a decision to perform off-site work.

ARTICLE 38 SURVIVAL

Articles 9, 10, 11, 18, 22, 26, 31, 32, 34, 35, and all other articles, which by their express terms so survive or which should so reasonably survive, shall survive any termination or expiration of this Agreement.

ARTICLE 39 DEBARMENT AND SUSPENSION CERTIFICATION

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

ARTICLE 40 COMPLIANCE WITH ENTERPRISE SECURITY POLICY

Seller and Purchaser understand and agree that all products and services provided by Seller under this Agreement must be and remain in compliance with the State of Mississippi’s Enterprise Security Policy. The parties understand and agree that the State’s Enterprise Security Policy is based on industry-standard best practices, policy, and guidelines at the time of contract

execution. The State reserves the right to introduce a new policy during the term of this Agreement and require the Seller to comply with same in the event the industry introduces more secure, robust solutions or practices that facilitate a more secure posture for the State of Mississippi.

ARTICLE 41 STATUTORY AUTHORITY

By virtue of Section 25-53-21 of the Mississippi Code Annotated, as amended, the Executive Director of ITS is the purchasing and contracting agent for the State of Mississippi in the negotiation and execution of all contracts for the acquisition of information technology equipment, software, and services. The parties understand and agree that ITS as contracting agent is not responsible or liable for the performance or non-performance of any of Purchaser's or Seller's contractual obligations, financial or otherwise, contained within this Agreement.

ARTICLE 42 CHANGE ORDER RATE AND PROCEDURE

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

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

42.3 With respect to any change orders issued in accordance with this Article, the Seller shall be compensated for work performed under a change order according to the hourly change order rate specified in Exhibit A which is incorporated herein. If there is a service that is not defined in the change order rate, the Seller and the State will negotiate the rate. The Seller agrees that each change order rate shall be a "fully loaded" rate, that is, it includes the cost of all materials, travel expenses, per diem, and all other expenses and incidentals incurred by the Seller in the performance of the change order. The Seller shall invoice the Purchaser upon acceptance by the Purchaser of all work documented in the change order, and the Purchaser shall pay invoice amounts on the terms set forth in this Agreement.

42.4 Upon agreement of the parties to enter into a change order, the parties will execute such a change order setting forth in reasonable detail the work to be performed thereunder, the revisions necessary to the specifications or performance schedules of any affected project work plan, and the estimated number of professional services hours that will be necessary to implement the work

contemplated therein. The price of the work to be performed under any change order will be determined based upon the change order rate; however, the change order will be issued for a total fixed dollar amount and may not be exceeded regardless of the number of hours actually expended by the Seller to complete the work required by that change order. The project work plan will be revised as necessary.

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

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

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

ARTICLE 43 RETAINAGE

To secure the Seller's performance under this Agreement, the Seller agrees that the Purchaser shall hold back as retainage fifteen percent (15 %) of each amount payable, including amounts payable under Change Orders, under this Agreement. The retainage amount will continue to be held until successful completion of the three (3) month pilot period and the expiration of the warranty period.

ARTICLE 44 PERSONNEL ASSIGNMENT GUARANTEE

Seller guarantees that the personnel assigned to this project will remain a part of the project throughout the duration of the Agreement, as long as the personnel are employed by the Seller and are not replaced by Seller pursuant to the third paragraph of the Article herein titled "Employment Status." Seller further agrees that the assigned personnel will function in the capacity for which their services were acquired throughout the life of the Agreement, and any failure by Seller to so provide these persons shall entitle the State to terminate this Agreement for cause. Seller agrees to pay the Purchaser fifty percent (50%) of the total contract amount if any of the assigned personnel is removed from the project prior to the ending date of the contract for reasons other than departure from Seller's employment or replacement by Seller pursuant to the third paragraph of the Article herein titled "Employment Status." Subject to the State's written approval, the Seller may substitute qualified persons in the event of the separation of the

incumbents therein from employment with Seller or for other compelling reasons that are acceptable to the State and may assign additional staff to provide technical support to Purchaser. The replacement personnel shall have equal or greater ability, experience, and qualifications than the departing personnel and shall be subject to the prior written approval of the Purchaser. The Seller shall not permanently divert any staff member from meeting work schedules developed and approved under this Agreement, unless approved in writing by the Purchaser. In the event of Seller personnel loss or redirection, the services performed by the Seller shall be uninterrupted and the Seller shall report in required status reports its efforts and progress in finding replacements and the effect of the absence of those personnel.

ARTICLE 45 LIQUIDATED DAMAGES

It is agreed by the parties hereto that time is of the essence and that in the event of a delay in the delivery and installation deadlines or delay in the satisfactory completion and acceptance of the services provided for herein, damage shall be sustained by Purchaser. In the event of a delay as described herein, Seller shall pay Purchaser, within five (5) calendar days from the date of receipt of notice, fixed and liquidated damages of one thousand dollars (\$1,000.00) per day for each calendar day of delay caused by Seller. Purchaser may offset amounts due it as liquidated damages against any monies due Seller under this Agreement. Purchaser will notify Seller in writing of any claim for liquidated damages pursuant hereto on or before the date Purchaser deducts such sums from money payable to Seller. Any liquidated damages assessed are in addition to and not in limitation of any other rights or remedies of Purchaser.

ARTICLE 46 PERFORMANCE BOND

As a condition precedent to the formation of this Agreement, the Seller must provide a performance bond as herein described. To secure the Seller's performance, the Seller shall procure, submit to the State with this executed Agreement, and maintain in effect at all times during the course of this Agreement a performance bond in the total amount of this Agreement. The bond shall be accompanied by a duly authenticated or certified document evidencing that the person executing the bond is a licensed Mississippi agent for the bonding company. This certified document shall identify the name and address of the person or entity holding the performance bond and shall identify a contact person to be notified in the event the State is required to take action against the bond. The term of the performance bond shall be concurrent with the term of this Agreement, with the exception of post-warranty maintenance and support, and shall not be released to Seller until final acceptance of all products and deliverables required herein or until the warranty period, if any, has expired, whichever occurs last. If applicable, and at the State's sole discretion, the State may, at any time during the warranty period, review Seller's performance and performance of the products/services delivered and determine that the Seller's performance bond may be reduced or released prior to expiration of the full warranty period. The performance bond shall be procured at Seller's expense and be payable to the Purchaser. The cost of the bond may be invoiced to the Purchaser after project initiation only if

itemized in the Seller's cost proposal and in the attached Exhibit A. Prior to approval of the performance bond, the State reserves the right to review the bond and require Seller to substitute an acceptable bond in such form as the State may reasonably require. The premiums on such bond shall be paid by Seller. The bond must specifically refer to this Agreement and shall bind the surety to all of the terms and conditions of this Agreement. If the Agreement is terminated due to Seller's failure to comply with the terms thereof, Purchaser may claim against the performance bond.

ARTICLE 47 ESCROW OF SOURCE CODE

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

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

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

**State of Mississippi, Department of
Information Technology Services, on
behalf of Mississippi Department of
Education**

INSERT VENDOR NAME

By: _____
Authorized Signature

By: _____
Authorized Signature

Printed Name: David L. Litchliter

Printed Name: _____

Title: Executive Director

Title: _____

Date: _____

Date: _____

Mississippi Department of Education

Mississippi Department of Education

By: _____
Authorized Signature

By: _____
Authorized Signature

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A

EXHIBIT B
MDE SELECTED APPLICATION / DATABASE LISTING

SYSTEM NAME	DESCRIPTION	TECHNICAL INFORMATION
Mississippi Student Information System (MSIS)	MSIS provides for the electronic collection and storage of comprehensive detailed data about teachers, administrators, students, and school board members. MSIS also allows for the electronic transfer of student records from one school district to another, thus offering a unique student tracking system. This data is collected on a daily and monthly basis from school districts.	Approximate 6,500 Data Elements in multiple tables. Oracle 10g / 11g SOLARIS with a XML interface with school districts Approximate 200 gig
School Payment System (SPS)	The School Payment System (SPS) allows local school districts and MDE program offices to submit requests for reimbursement. SPS allows them to monitor their budget balances for loans, subsidies and grants via the Internet 24/7.	Approximate 1,500 Data Elements in multiple tables Oracle 10g / 11g This application exchanges data with the State Automated Accounting System.
Educator Licensure Management System (ELMS)	An internet based application used by internal and external users of teacher certification data. The system is a comprehensive credentialing application used by Office of Educator Licensure and is integrated with data from the MSIS. The application has dynamic query and reporting capabilities. This system allows for educators to apply for certificate renewal online.	Approximate 200 Data Elements Web application SQL Server ____
Migrant Student Data (MIS 2000) (M-SIX)	The MIS- 2000 is a web based application that collects and reports data for migrant students for 25 states. The M-SIX application is the federal tracking and reporting system for migrant students. It covers all states.	250 Data Elements Stand-alone application Firebird Database with ODBC access capability
Child Nutrition System (OCEAN)	Office of Child Nutrition (Ocean) on-line web system. Collects information from districts and other entities to participate and/or claim reimbursement under the National School Lunch, Breakfast,	This system was developed by the United States Department of Agriculture (USDA), Food and

SYSTEM NAME	DESCRIPTION	TECHNICAL INFORMATION
	After-School Snack, Child and Adult Care, Special Milk and Summer Food Service Programs	Nutrition Services (FNS). Web application SQL Server _____
English Language Learners (ELL)	Collects data on students who are English language learners. Data is used to monitor programs and insure accountability. Federal reports are also generated from this data.	Included with MSIS
Special Education (SPED)	Collects information on students with Individualized Education Programs (IEP) and personnel data on special education staff, and produces required program data for the Individuals with Disabilities Education Act and state-mandated special education programs	Included with MSIS

EXHIBIT C
CONFIDENTIALITY AGREEMENTS

Agreement 1

**OATH OF CONFIDENTIALITY AND
NON-DISCLOSURE OF RELEASED INFORMATION
(MUST be completed by ALL Users)**

I understand that data maintained by the systems listed below in the **Application Section**, herein after referred to as **MDE Systems**, is sensitive and confidential. **I acknowledge the access to and release of information from MDE Systems is governed by the Family Educational Rights and Privacy Act of 1974 and Section 37-15-1, et seq. of the Mississippi Code of 1972, Annotated, as amended.** I further acknowledge that this data may only be accessed and used for legitimate educational interests **and is sensitive, confidential, and not subject to disclosure.**

I agree that I shall not release MDE Systems data unless authorized to do so according to applicable laws, rules and regulations, neither shall I access and use the information contained therein except for legitimate educational interests.

I acknowledge that I fully understand that the release by me of this information to any unauthorized person could subject me to disciplinary action including termination and/or criminal and civil penalties imposed by law.

Application Section:

Mississippi Student Information System (MSIS)

Mississippi Alternate Assessment of Extended Curriculum Framework (MAAECF)

SIGNATURE:

(Please sign in blue ink)

PRINTED NAME:

(Please print in blue ink)

TITLE:

COMPANY:

DATE:

Agreement 2

**OATH OF CONFIDENTIALITY AND
NON-DISCLOSURE OF RELEASED INFORMATION
(MUST be completed by ALL MSIS Food Service Users)**

I understand that the data maintained by the Mississippi Student Information System (MSIS) is sensitive and confidential. I acknowledge the access to and release of Child nutrition information is governed by the Healthy Meals for Healthy Americans Act of 1994, P.L. 103-448, and the amended Section 9(b)(2)(C) of the National School Lunch Act (NSLA) (42 U.S.C. 1751 (b)(2)(C) to allow, without consent, limited disclosure of information about free and reduced price meal or free milk eligibility. The disclosure limitations apply to all the Child Nutrition Programs. The statute also specifies a fine of not more than \$1,000 or imprisonment of not more than 1 year, or both, for unauthorized disclosures of free and reduced meal or free milk eligibility information.

I agree that I shall not release Child Nutrition data unless authorized to do so according to applicable laws, rules and regulations, neither shall I access and use the information contained therein except for legitimate Child Nutrition Program interests.

I acknowledge that I fully understand that the release by me of this information to any unauthorized person could subject me to disciplinary action including termination and/or criminal and civil penalties imposed by law.

SIGNATURE: _____
(Please sign in blue ink)

PRINTED NAME: _____
(Please print in blue ink)

TITLE: _____

COMPANY: _____

DATE: _____