# REQUEST FOR PROPOSALS

## MDE_Logo_New

OTSS Process Maturity Documentation and

Systems Design

**RFP #3120001840**

**The Mississippi Department of Education**

**Office of Technology and Strategic Services**

**359 North West Street, Suite 118**

**Jackson, Mississippi 39201**

### Contact: John Kraman

# Email: JKraman@mdek12.org

###  Date of Release: October 7, 2019

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**REQUEST FOR PROPOSALS**

**The Mississippi Department of Education**

**OTSS Process Maturity Documentation and Systems Design**

**The Mississippi Department of Education (MDE) through the Office of Technology and Strategic Services is soliciting competitive sealed proposals from qualified vendors** to help mature its capacity through process and staff development/enhancement, to help document the current state of its systems and processes, and to help document requirements for a new Mississippi Student Information System and develop a design that meets those requirements.

**Background/Vision/Scope**

Between 2014 and 2016, the MDE undertook an organizational assessment of its Office of Management Information Systems (MIS). The focus of this assessment was the staffing, structure, and scope of the team responsible for information technology and data management at the MDE. The goal of this assessment was to improve the organization’s support to its customers inside the MDE, in districts, and across the state. The result of this effort was to reconstitute MIS as the Office of Technology and Strategic Services (OTSS), which now includes research and a stronger role in data analysis and reporting.

**Vision**

Building on the strength of the staff and structure that emerged from the earlier organizational assessment, OTSS is now poised to address the other components of the IT Capacity Maturity Model – Process and Technology – to fully achieve Goal 5 of the Mississippi State Board of Education’s Strategic Plan: “Every Community Effectively Using a World-Class Data System to Improve Student Outcomes.”

***IT Capacity Maturity Model***

### 1. REQUEST FOR INFORMATION

Questions concerning the solicitation should be sent to: jkraman@mdek12.org.

The deadline for submitting written questions by email is Tuesday, October 29, 2019 at 5:00 p.m. Copies of all questions submitted and the responses shall be posted to the MDE’s website [www.mdek12.org](http://www.mdek12.org) under the Public Notices section and shall be available to the general public on Friday, November 01, 2019. **Questions and answers shall become part of the final Contract as an attachment. Written responses provided for the questions are binding.**

#### 2. DUE DATES FOR PROPOSALS

The sealed proposals shall be received by **5:00 p.m**. Central Time (CT) on Tuesday, November 26 ,2019 at the following address based upon the delivery method used:

**2.1 INSTRUCTIONS FOR DELIVERY**

Proposal shall be submitted in writing and be submitted in three-ring binders with components of the solicitation clearly tabbed. The Offeror shall submit binders as follows:

* One (1) binder for an **unredacted** version of the proposal marked **original**. The **unredacted** copy of the entire proposal must be received with vendor identifying information and shall be for the use and files of the MDE only.
* **Five (5) binders must be received in two (2) SECTIONS and LABELED Redacted and Unredacted**. The Technical Factor – (REDACTED) must be marked as **EVALUATION**. The Technical Factors must be received **without** identifying information in **Part I, Part II, and Part III.** The Management and Cost Factors (UNREDACTED) must be received **with** identifying information in **Part IV** **Part V, Part VI, Part VII and Part VIII**.(See Section N Format and Procedure for Delivery of Proposals on page 20.)
* In addition, one (1) USB shall clearly mark the name of the vendor and provide a single document in a **searchable** Microsoft Word or Adobe Acrobat (PDF) format according to the instructions above for the **redacted** version only.

**Hand Deliver Proposals to**: **Monique Corley**

Office of Procurement

 The Mississippi Department of Education

 RFx Number: (Affix number)

 Central High School, Suite 307

359 North West Street

Jackson, MS

**(DO NOT OPEN)**

**Ship Proposals to**: **Monique Corley**

(**FedEx UPS, etc.)** Office of Procurement

 The Mississippi Department of Education

 RFx Number: (Affix number)

 359 North West Street

 Jackson, MS 39201

 **(DO NOT OPEN)**

Pursuant to Mississippi Code Annotated §§ 27-104-7 and 31-7-401 through 31-7-423, the State of Mississippi requires a blind evaluation of certain factors not requiring knowledge of the name of an offeror. The person designated to create the Register of Proposals shall create a list of all Offerors to present to the Evaluation Committee for conflict of interest certification purposes. This list shall only include the name of the Offeror without any corresponding identifying information which would affect the blind evaluation of factors not requiring knowledge of the name of the Offeror.

**Restrictions on Communications with the Office of Procurement**

From the issue date of this solicitation until a Contractor is awarded a contract, Offerors and/or their representatives shall restrict communication with any Office of Procurement staff regarding this procurement.

**3.** **RESPONSIVENESS AND RESPONSIBILITY OF THE OFFEROR**

* Ensure that competitive proposals are delivered to the Office of Procurement by the deadline of 5:00 p.m. and assumes all risks of delivery.
* At the time of receipt of the proposals, the proposals shall be date stamped and recorded in the Office of Procurement.
* Proposals and modifications received in the room after the time designated in the solicitation shall be considered **late** and shall not be considered for award.
* Incomplete proposals shall not be evaluated and shall not be returned for revisions. No faxed or emailed copies shall be accepted.
* Proposals that do not include the required number of copies shall not be evaluated.
* Proposals that do not include one (1) USB clearly marked with the name of the vendor to provide a single document in a **searchable** Microsoft Word or Adobe Acrobat (PDF) format according to the instructions above for the **redacted** version only shall not be evaluated.
* The Proposals transmittal form and all required forms must be signed in blue ink by an authorized official to bind the Offeror to the proposals provisions and must be included.
* The Offeror is responsible for ensuring that the **Technical Factors shall have no identifying information, logos, watermarks, etc**. If this is not followed, then that Offeror shall be immediately rejected as non-responsive.

# 4. SCOPE OF WORK (SOW) AND RESPONSIBILITIES

#

The Mississippi Department of Education is seeking proposals for the assistance of a vendor to help mature its capacity through process and staff development/enhancement, to help document the current state of its systems and processes, and to help document requirements for a new Mississippi Student Information System and develop a design that meets those requirements.

In this SOW, MDE is seeking vendor assistance with the “Process” and “Planning” preparations to address the “Technology” aspects of OTSS capacity. MDE has organized 206 deliverables into three Sections (further broken down into 21 sub-sections):

1. Process Maturity [19 Deliverables for each of the nine Key Process Areas]
	1. Project Management Deliverables
	2. Change Management Deliverables
	3. Process Lead Evaluation
	4. Analysis of Current Processes and Procedures
	5. Establishment of Standards and Metrics
	6. Knowledge Transfer
	7. Lessons Learned
	8. Monitoring and Coaching
2. Current State Documentation [16 Deliverables]
	1. Project Management Deliverables
	2. Change Management Deliverables
	3. Analyze and Document Current Environment: MDE
	4. Analyze and Document Current Environment: Districts (Sample)
	5. Knowledge Transfer
	6. Lessons Learned
3. Future State Documentation and Design [19 Deliverables]
	1. Project Management Deliverables
	2. Change Management Deliverables
	3. Develop Requirements for Future MDE Environment
	4. Design Future MDE Environment
	5. Future Staffing
	6. Knowledge Transfer
	7. Lessons Learned

The work described will be foundational to the technical modernization of MSIS (2.0) that will begin once the work within this SOW is complete.

While many deliverables will have deadlines throughout the project in accordance with the accepted project plan, MDE will require the vendor to complete and submit for approval all work performed no later than February 5, 2022.

**Section I: Process Maturity**

While OTSS has several key processes in place, they are limited in number and generally remain at the “Initial” maturity level of a “Capacity Maturity Model” framework. OTSS is now poised to evaluate the initial processes developed since 2016, to develop additional processes, and to develop a roadmap to guide OTSS to implement a comprehensive set of fully mature processes.

The mature processes will develop an alignment with the technical modernization of the Mississippi Student Information System (MSIS) and connected systems [see modernization goals in Section 4. SCOPE OF WORK AND RESPONSIBILITIES]. Likewise, staffing will need to close any gaps in skills so that the new MSIS (2.0) will be properly supported and maintained.

The ability of OTSS to modernize its systems depends (in part) on the maturity of nine **Key Processes**:

|  |
| --- |
| **Nine Key Processes**:1. Project Management/Portfolio Management
2. Performance Management
3. Culture Change/Change Management
4. Customer Service, Help Desk, and Training
5. Outreach Campaign, Communications, and Advisory Committees
6. Data Governance
7. Data Privacy
8. Software Development Life Cycle (**SDLC**), including Quality Assurance/Testing
9. Infrastructure/Service Management
 |

1. **Project Management Deliverables: Project Plan with Timeline**
2. The vendor Project Manager must deliver a project plan that covers all of the Process Maturity work described below in this section with a timeline that delineates how the vendor will complete the work required for each of the nine **Key Processes** listed above.

*Please note that the vendor Project Manager will be responsible for coordinating with the OTSS PMO to align reporting with OTSS standards regarding Reporting (need on-going weekly or bi-weekly reporting of progress/ status/ issues/ risk, deliverables, milestone, etc.) as well as vendor PM responsibilities regarding general Project Coordination (meeting minutes, schedule meetings, track other admin duties).*
	1. **Deliverable**: Process Maturity Project Plan, with Timeline and Milestones, and Criteria for Success and Knowledge Transfer Activities
	2. **Deliverable**: Regular Project Updates with Risks/Issue for each Key Process
3. **Change Management Deliverables: Change Management Plan**
4. The Change Manager must deliver a Change Management Planwith a timeline and milestones that delineates how the vendor and OTSS will together identify and organize stakeholders (broadly and inclusively defined, design and launch an awareness campaign, and generate support and buy-in for the Documentation and Design work).
	1. **Deliverable**: Documentation and Design Stakeholder Management and Engagement Plan
	2. **Deliverable**: Documentation and Design Business Team Development Plan
	3. **Deliverable**: Documentation and Design Communications Plan and Timeline
	4. **Deliverable**: Documentation and Design Business Process Impact Analysis and Action Plan
	5. **Deliverable**: Documentation and Design MDE, OTSS, and District Readiness Assessment with Recommendations and Timeline
	6. **Deliverable**: Final Change Management Report for Process Maturity that outlines accomplishments and recommendations regarding sustainability and continuous improvement.
5. **Process Lead Evaluation**
6. The vendor Process Leads (and team) must evaluate their OTSS Counterparts for each **Key Process** area in order to recommend professional develop, training or other activity to improve their ability to lead/guide/oversee their assigned process area.
	1. **Deliverable**: OTSS Process Lead Evaluation and Growth Recommendations.
7. **Analysis of Current Processes and Procedures**
8. The vendor Process Leads (and team) must analyze and document the current state of OTSS’ maturity for each of the above **Key Processes**.
	1. **Deliverable**: Current State Process Maturity Analysis
9. The vendor Process Leads (and team) must document the intended future state maturity for each **Key Process** area, based on the discussions with OTSS leadership and input from MDE and representatives from school districts.
	1. **Deliverable**: Future State Process Maturity Analysis
10. The vendor Process Leads (and team) must complete a gap analysis between current maturity and the future/desired maturity for each **Key Process** area.
	1. **Deliverable**: Process Maturity Gap Analysis
11. The vendor Process Leads (and team) must produce a realistic/manageable roadmap to achieve the future/desired maturity for each **Key Process** area, in consultation with OTSS leadership.
	1. **Deliverable**: Process Maturity Roadmap [This report should include recommendations for short-, mid-, and long-term improvements that may offer a mix of short-, mid-, and long-term benefits.]
12. **Establishment of Standards and Metrics**
13. The vendor Process Leads (and team) must support their OTSS Counterparts and help manage a standards-setting effort for each **Key Process** area. NOTE: Support could involve mentoring, best-practice guidance, coordinating stakeholder meetings, communications, and drafting/editing. It will be important for the vendor to define the level of collaboration/commitment from OTSS leadership/staff necessary for success (defining how much the vendor team will work, but also the amount of OTSS time that needs to be contributed). OTSS does not expect that this engagement will be successful if the vendor work in isolation or completes work without participation from OTSS or others.
	1. **Deliverable**: Fully documented standards for each **Key Process** area, including artifacts such as workflows, templates, charters, standard operating procedures, decision matrices, business, functional and technical requirements/ recommendations for tools to capture/record and report performance, quality assurance, etc.
14. The vendor Process Leads (and team) must support their OTSS Counterparts as they establish routines that operationalize and ensure compliance with the standards for each **Key Process** area. Success depends on the capacity of the OTSS Process Lead to maintain the standard and manage the routines once the vendor support ends.
	1. **Deliverable**: Fully documented routines for each **Key Process** area, and mentoring/ feedback to the OTSS Process Lead to help stand up/refine/strengthen routines.
15. Based on the tools for recording and reporting performance data, the vendor Process Leads (and team) must work with their OTSS Counterparts to define metrics that will be used to measure performance for each **Key Process** area and support continuous improvement.
	1. **Deliverable**: Complete set of performance metrics for each area that rely upon the tools for recording and reporting performance listed in Part II: “**Analysis of Current Processes and Procedures”** deliverables above.
16. **Knowledge Transfer**
17. After completing the Process Maturity work under parts C-E above, the vendor Process Leads (and team) will complete the “Knowledge Transfer” Activities for each **Key Process** area outlined in the Project Plan with their OTSS Counterparts.
	1. **Deliverable**: Complete “Knowledge Transfer” Activities for each **Key Process** Area with all related documentation.
18. **Lessons Learned**
19. After completing the Process Maturity work under parts C-E above, the vendor Process Leads (and team) will complete a “lessons learned” analysis for each **Key Process** area. Lessons Learned must include recommendations regarding achieving Continuous Improvement in each **Key Process** area.
	1. **Deliverable**: Process Maturity “Lessons Learned” Analysis.
20. **Monitoring and Coaching**
21. After completing the above deliverables under A-G in Section I, the vendor Process Leads (and team) will return on a semi-annual basis to evaluate OTSS progress against the Process Maturity and System Modernization Roadmaps. The brief semi-annual monitoring visits will include an assessment questionnaire for OTSS Process Leads (or others as needed), mentoring OTSS Process Leads, assessing progress and gap analysis, and recommendations for adjustments and improvements.
	1. **Deliverable**: Complete monitoring report that covers the activities listed above.

**Section II: Current State Documentation**

The starting point for the design of the modernized MSIS (2.0) is to document the current state of the MSIS environment. The documentation work will include not only MDE’s MSIS environment, but also the aspects of district environments (based on 6-10 sample districts) relevant to extracting data from source system(s), creation of state reporting files and the submission of reporting files to MSIS (including any validation). Everything within the MDE environment may be changed as part of the modernization, therefore, everything must be documented and evaluated.

OTSS will designate a Project Manager, Change Manager and Technical Lead to oversee and significantly contribute to the work of the Current State Documentation Project. To assist MDE with the development of a design and implementation roadmap for a modernized MSIS, the vendor will identify its own Project Manager, Change Manager and Technical Lead – to partner with their OTSS Counterparts – who will be engaged in several activities with specific deliverables. MDE must approve the Key vendor Personnel.

1. **Project Management Deliverables: Project Plan with Timeline**
2. The vendor Project Manager must deliver a project plan that covers all of the Current State Documentation project described below in this section with a timeline that delineates how the vendor will complete the work required for each of the nine **Key Processes** listed above.

*Please note that the vendor Project Manager will be responsible for coordinating with the OTSS PMO to align reporting with OTSS standards regarding Reporting (need on-going weekly or bi-weekly reporting of progress/ status/ issues/ risk, deliverables, milestone, etc.) as well as, vendor PM responsibilities regarding general Project Coordination (meeting minutes, schedule meetings, track other admin duties).*

1. **Deliverable**: Current State Documentation Project Plan, with Timeline and Milestones, and Criteria for Success and Knowledge Transfer Activities
2. **Deliverable**: Regular Project Updates with Risks/Issues
3. **Change Management Deliverables: Change Management Plan**
4. The Change Manager must deliver a Change Management Planwith a timeline and milestones that delineates how the vendor and OTSS will together identify and organize stakeholders (broadly and inclusively defined, design and launch an awareness campaign, and generate support and buy-in for the Current State Documentation project).
	1. **Deliverable**: Current State Documentation Stakeholder Management and Engagement Plan
	2. **Deliverable**: Current State Documentation Business Team Development Plan
	3. **Deliverable**: Current State Documentation Communications Plan and Timeline
	4. **Deliverable**: Current State Documentation Business Process Impact Analysis and Action Plan
	5. **Deliverable**: Current State Documentation MDE, OTSS, and District Readiness Assessment with Recommendations and Timeline
	6. **Deliverable**: Final Change Management Report for Current State Documentation that outlines accomplishments and recommendations regarding sustainability and continuous improvement
5. **Analyze and Document Current Environment: MDE**
6. The vendor Technical Lead (and team) must analyze and document the current state of MDE’s technical architecture.
	1. **Deliverable**: Current State Technical Architecture
7. The vendor Technical Lead (and team) must analyze and document the current state of MDE’s data collections and data flows, including all related data validation rules.
	1. **Deliverable**: Current State Data Collections and Data Flows
	2. **Deliverable**: Update/Complete MDE’s data map in the Common Education Data Standards (CEDS) Align Tool
8. The vendor Technical Lead (and team) must analyze and document the current state of MDE’s data reporting business rules and processes, including all related data validation rules.
	1. **Deliverable**: Current State Data Reporting Business Requirements, Rules, and Processes
9. **Analyze and Document Current Environment: Districts (Sample)**
10. The vendor Technical Lead (and team) must analyze and document the current state of the technical architecture of a representative sample of school districts for any and all systems used to report data to the MDE. The expectation is that the sample will be 6-10 districts.
	1. **Deliverable**: Current District Technical Architecture
11. The vendor Technical Lead (and team) must analyze and document the current state of sample districts’ data extraction/submission processes, business rules, and all data reported to the MDE. The expectation is that the sample will be the same 6-10 districts.
	1. **Deliverable**: Current District Data Extraction/Submission Process and Business Rules
12. **Knowledge Transfer**
13. After completing the Current State Documentation work under parts C-D above, the vendor Technical Lead (and team) will complete the “Knowledge Transfer” Activities outlined in the Project Plan with the OTSS Counterpart.
	1. **Deliverable**: Complete “Knowledge Transfer” Activities with all related documentation
14. **Lessons Learned**
15. After completing the Current State Documentation work under parts C-D above, the vendor Technical Lead (and team) will complete a “lessons learned” analysis.
	1. **Deliverable**: Current State Documentation “Lessons Learned” Analysis

**Section III: Future State Documentation and Design**

As the MSIS Current State Documentation project is in progress, a second documentation effort will need to begin: documenting the Use Cases and current Pain Points will lay the foundation for the Design of MSIS 2.0. OTSS envisions an iterative process, moving back and forth between the Current State Documentation project and the Future State Documentation and Design project – with each informing and helping to prioritize the other. This project will also include working with the sample districts described in and share the same scope as the Current State project.

OTSS will designate a Project Manager, Change Manager and Technical Lead to oversee and significantly contribute to the work of the Future State Documentation and Design Project. To assist MDE with the development of a design and roadmap for the development and implementation of a modernized MSIS, the vendor will identify its own Project Manager, Change Manager and Technical Lead – to partner with their OTSS Counterparts – who will be engaged in several activities with specific deliverables. MDE must approve the Key vendor Personnel.

The design work will cover any changes to systems and processes, and the creation/establishment of any news processes and tools – including the generation of API (Application Programming Interface) – needed to connect local system(s) to MSIS 2.0. All work with sample districts will be limited to what is involved in or needed for state reporting. Everything within the MDE environment may be changed as part of the modernization, but the vendor may make recommendations regarding any possible local changes.

1. **Project Management Deliverables: Project Plan with Timeline**
2. The vendor Project Manager must deliver a project plan that covers all of the Future State Documentation and Design project described below in this section with a timeline that delineates how the vendor will complete the work required.

*Please note that the vendor Project Manager will be responsible for coordinating with the OTSS PMO to align reporting with OTSS standards regarding Reporting (need on-going weekly or bi-weekly reporting of progress/ status/ issues/ risk, deliverables, milestone, etc.) as well as, vendor PM responsibilities regarding general Project Coordination (meeting minutes, schedule meetings, track other admin duties).*
3. **Deliverable**: Future State Documentation and Design Project Plan, with Timeline and Milestones, and Criteria for Success and Knowledge Transfer Activities
4. **Deliverable**: Regular Project Updates with Risks/Issues
5. **Change Management Deliverables: Change Management Plan**
6. The Change Manager must deliver a Change Management Planwith a timeline and milestones that delineates how the vendor and OTSS will together identify and organize stakeholders (broadly and inclusively defined, design and launch an awareness campaign, and generate support and buy-in for the Future State Documentation and Design project).
	1. **Deliverable**: Future State Documentation and Design Stakeholder Management and Engagement Plan
	2. **Deliverable**: Future State Documentation and Design Business Team Development Plan
	3. **Deliverable**: Future State Documentation and Design Communications Plan and Timeline
	4. **Deliverable**: Future State Documentation and Design Business Process Impact Analysis and Action Plan
	5. **Deliverable**: Future State Documentation and Design MDE, OTSS, and District Readiness Assessment with Recommendations and Timeline
	6. **Deliverable**: Final Change Management Report for Future State Documentation and Design that outlines accomplishments and recommendations regarding sustainability and continuous improvement.
7. **Develop Requirements for Future MDE Environment**
8. The vendor Technical Lead (and team) must analyze and document the current required and desired use cases for MSIS 2.0.
	1. **Deliverable**: Future MDE Environment Use Cases
9. The vendor Technical Lead (and team) must create an enhanced data dictionary that maps between the current state and future state data standard(s), connects data collected to each use case (completed with relevant validation and business rules), role-based access expectations (for each use case or data application, system or report), and is formatted for easy loading into the CEDS tools Align and Connect.
10. **Deliverable**: Enhanced Data Dictionary
11. The vendor Technical Lead (and team) must analyze and document current MDE and district pain points related to data submission/collection, validation, certification, data management, analysis, and reporting.
12. **Deliverable**: Current MDE and District Pain Points
13. The vendor Technical Lead (and team) must complete a gap analysis between the current MDE and (sample) districts environments and the future environment requirements based on use cases and pain points.
14. **Deliverable**: Future MDE Environment Gap Analysis
15. The vendor Technical Lead (and team) must work with MDE and district personnel to organize and prioritize use cases and pain points.
16. **Deliverable**: Prioritized Use Cases
17. **Design** **Future MDE Environment**
18. The vendor Technical Lead (and team) must work with MDE personnel to produce a design for MSIS 2.0 that reflects the prioritized use cases and avoids the pitfalls of the current MDE/district pain points. The design must connect the district environments to the MDE environment through an automated “near” real-time submission/collection mechanism capable of extending through the MDE environment in an automated “near” real-time to populate MDE analytical and reporting tools, including Generate (for EdFacts reporting).
19. **Deliverable**: MSIS 2.0 Design
20. **Deliverable**: Add the MSIS 2.0 Design to the Project Nessie Site/Tool/Framework

**NOTE:** The Design must adhere to the following principles: it must be customizable, expandable, extensible, supported/maintained by internal MDE resources (with all necessary technical documentation and training), and include a flexible hosting strategy. See the “**Design Goals for the modernized MSIS**” below.

1. Design Components to Include (but may not be limited to) the following:
	1. Data Standard(s), Data Model, Data Schema, Data Dictionary (Logical and Physical), Entity Relationship Diagram (ERD)
	2. Data Collection Processes and Tools
	3. Multi-Tenancy Operational Data Store
	4. Data Warehouse
	5. Data Management Processes and Tools
	6. Data Validation Processes and Tools (including Data Validation Rules Management)
	7. Data Certification Processes and Tools
	8. Unique Student and Teacher ID Method and Tools
	9. Integrated Reporting Solution, including “Generate” for EdFacts Reporting
	10. Public-Facing MSIS 2.0 Meta-Data Transparency Dashboard (extendable to include other systems in the future)
2. The vendor Technical Lead (and team) must produce a realistic/manageable roadmap to develop the designed MSIS 2.0 based on the use case prioritization. The roadmap must include how the change will be managed between the current state and future state – minimizing the amount of time needed to run state and/or local systems in parallel.
3. **Deliverable**: MSIS 2.0 Modernization Roadmap
4. **Future Staffing**
5. The vendor Technical Lead will complete a “Future Staffing” analysis to account for changes need to MDE OTSS staff in terms of new skills needed, shifting work/roles, and professional development opportunities/needs.
	1. **Deliverable**: Documentation and Design “Future Staffing” Analysis.
6. **Knowledge Transfer**
7. After completing the Documentation and Design work under parts C-E above, the vendor Technical Lead (and team) will complete the “Knowledge Transfer” Activities outlined in the Project Plan with the OTSS Counterpart.
	1. **Deliverable**: Complete “Knowledge Transfer” Activities with all related documentation.
8. **Lessons Learned**
9. After completing the Documentation and Design work under parts C-E above, the vendor Technical Lead will complete a “lessons learned” analysis.
	1. **Deliverable**: Documentation and Design “Lessons Learned” Analysis.

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| **Design Goals for the modernized MSIS**A modernized MSIS will…* **Collect data in near real-time** (at least nightly), replacing the monthly and annual flat-file submissions. This will result in more timely and actionable data, with more value for schools, teachers, students, and families.
* **Simplify the data submission process** and **increase the level of validation** to ensure that the data MDE collects better reflects the data schools and districts are using to make day-to-day decisions. Districts will be freed to support local data entry and data correction. This will result in more accurate data with less human effort.
* **Achieve interoperability** by establishing data and data transfer standards to allow systems to talk with one another without human intervention. This will increase the efficiency of the MSIS environment and support integration of various systems (including local to state connections) while reducing time and effort, as well as the risk of (human and translation) errors. The interoperable components should leverage Project Nessie and examples of other states’ interoperable components.
* **Be more transparent** by showing districts how their data are used throughout the MDE data management process. This will increase trust and reliability of data as districts will have the ability to see how their data informs reporting, accountability, and funding at the MDE.
* **Support more automation** that increases timeliness and reliability, including consistency across reports. This will increase the tempo of data reporting, support expanded reporting, and free state and local staff to spend more time analyzing and using data.
* **Return value to the local educators** through the potential for new, secure dashboards that read near real-time, high-quality data, MDE will be positioned to support local education decision-makers with data and analysis. This will fully realize the potential of the Statewide Longitudinal Data System (SLDS), and longitudinal analysis that can provide answers based on the statewide student population over multiple years.
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## 5. TIME FRAME

The anticipated initial contract period shall be from February 6, 2020 through February 5, 2022 with one (1) optional one-year renewal.

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

**6. TYPE OF CONTRACT**

It is anticipated that this contract shall be a fixed price contract with payment made upon completion of tasks identified within the proposal.

## 7. CONTRACTOR DELIVERABLES

The contractor shall be responsible for all tasks and deliverables required to complete the project as described in the Scope of Work. It is anticipated that this shall include but not be limited to:

**SECTION I: Process Maturity**

**For each of the following Process Areas**

1. Project Management/ Portfolio Management
2. Performance Management
3. Culture Change/ Change Management
4. Customer Service, Help Desk, and Training
5. Outreach Campaign, Communications, et al
6. Data Governance
7. Data Privacy
8. Software Development Life Cycle (SDLC), w/QA
9. Infrastructure/Service Management

**Process Maturity Deliverables:**

**A. Project Management**

1a. Process Maturity Project Plan, with Timeline and Milestones, and Success Criteria & Knowledge Transfer

1b. Regular Project Updates with Risks/Issue for each Key Process

**B. Change Management**

1a. Process Maturity Stakeholder Management and Engagement Plan

1b. Process Maturity Business Team Development Plan

1c. Process Maturity Communications Plan and Timeline

1d. Process Maturity Business Process Impact Analysis and Action Plan

1e. Process Maturity MDE, OTSS, and District Readiness Assessment with Recommendations and Timeline

1f. Final Change Management Report for Process Maturity

**C. Process Lead Evaluation**

1a.  OTSS Process Lead Evaluation and Growth Recommendations.

**D. Analysis of Current Processes & Procedures**

1a. Current State Process Maturity Analysis

2a. Future State Process Maturity Analysis

3a. Process Maturity Gap Analysis

4a. Process Maturity Roadmap

**E. Establishment of Standards and Metrics**

1a. Fully documented standards for Key Process area

2a. Fully documented routines for Key Process area, and mentoring/ feedback to the OTSS Process Lead

3a. Complete set of performance metrics for Key Process area

**F. Knowledge Transfer**

1a.  Complete “Knowledge Transfer” Activities for Key Process Area with documentation.

**G. Lessons Learned**

1a.  Process Maturity “Lessons Learned” Analysis.

**H. Monitoring and Coaching**

1a.  Complete monitoring report that covers the activities listed above.

**SECTION II: Current State Documentation**

**Current State Documentation Deliverables:**

**A. Project Management**

1a. Current State Documentation Project Plan, with Timeline and Milestones, and Success Criteria & Knowledge Transfer

1b. Regular Project Updates with Risks/Issue

**B. Change Management**

1a.  Current State Documentation Stakeholder Management and Engagement Plan

1b. Current State Documentation Business Team Development Plan

1c. Current State Documentation Communications Plan and Timeline

1d. Current State Documentation Business Process Impact Analysis and Action Plan

1e. Current State Documentation MDE, OTSS, and District Readiness Assessment w/Recommendations and Timeline

1f. Final Change Management Report for Current State Documentation

**C. Analyze and Document Current MDE Environment**

1a.  Current State Technical Architecture

2a.  Current State Data Collections and Data Flows

2b.  Update/Complete MDE’s data map in the Common Education Data Standards (CEDS) Align Tool

3a.  Current State Data Reporting Business Requirements, Rules, and Processes

**D. Analyze and Document Current District Environments**

1a.  Current District Technical Architecture

2a.  Current District Data Extraction/Submission Process and Business Rules

**E. Knowledge Transfer**

1a.  Complete “Knowledge Transfer” Activities with all related documentation.

**F. Lessons Learned**

1a.  Current State Documentation “Lessons Learned” Analysis.

**SECTION III: Future State Documentation / Design**

**Future State Documentation / Design Deliverables:**

**A. Project Management**

1a. Future State Documentation and Design Project Plan, and Success Criteria & Knowledge Transfer

1b. Regular Project Updates with Risks/Issue

**B. Change Management**

1a.  Future State Documentation and Design Stakeholder Management and Engagement Plan

1b. Future State Documentation and Design Business Team Development Plan

1c. Future State Documentation and Design Communications Plan and Timeline

1d. Future State Documentation and Design Business Process Impact Analysis and Action Plan

1e. Future State Documentation and Design MDE, OTSS, and District Readiness Assessment w/Recommendations & Timeline

1f. Final Change Management Report for Future State Documentation and Design

**C. Develop Requirements for Future MDE Environment**

1a.  Future MDE Environment Use Cases

2a.  Enhanced Data Dictionary

3a.  Current MDE and District Pain Points

4a.  Future MDE Environment Gap Analysis

5a.  Prioritized Use Cases

**D. Design Future MDE Environment**

1a.  MSIS 2. 0 Design

1b.  Add the MSIS 2. 0 Design to the Project Nessie Site/Tool/Framework

3a.  MSIS 2. 0 Modernization Roadmap

**E. Future Staffing**

1a.  Documentation and Design “Future Staffing” Analysis.

**F. Knowledge Transfer**

1a.  Complete “Knowledge Transfer” Activities with all related documentation.

**G. Lessons Learned**

1a.  Documentation and Design “Lessons Learned” Analysis.

##### 8. THE MISSISSIPPI DEPARTMENT OF EDUCATION

The specific responsibilities of the MDE are as stated below:

* Provide a contact person to work with the contractor to ensure quality control
* Review and approve timeframes and work plans
* Provide available information to assist the contractor

##### 9. MANAGEMENT RESPONSIBILITIES OF PERSONNEL AND ADMINISTRATION

Except where expressly provided otherwise herein, each party shall bear its own cost incurred in performing its responsibilities hereunder. The contractor shall provide one person who shall be responsible for all activities required to fulfill said contract. This individual shall be invested with the authority to make decisions and commitments on behalf of the contracted party during the performance of the solicitation.

The MDE shall also designate one representative who shall act as the primary contact for this office. This representative shall be responsible for conferring with any and all parties necessary to resolve unanticipated issues or requirements that might occur during the course of the solicitation.

**10. MEMORANDUM OF UNDERSTANDING**

The execution of a Memorandum of Understanding (MOU) shall be required prior to the release of any student level data by the Mississippi Department of Education.  Failure to adhere to the provisions of the MOU may result in termination of the contract and/or may result in denial of subsequent renewal requests.

**11.** **ETHICS**

In compliance with State law, Contractor who is employed by a public entity agrees to make arrangements with his/her employer to take the appropriate leave (annual, professional, compensatory, etc.) during the period of service covered by this contract. Contractor also agrees not to utilize resources of the public employer to perform the services pursuant to this contract. Prior to execution of this contract, Contractor must submit to the MDE a Certification (on the MDE form) executed from his/her employer whereby the public employer acknowledges that it is aware of its employee working for the MDE.

**12. TERMINATION IN EVENT OF EMPLOYMENT**

Contract shall be terminated immediately if Contractor becomes an employee of the MDE and is only subject to payment of services prior to effective date of employment at the MDE.

###### 13. AVAILABLE BUDGET

Because of the scope of this project we believe it should be possible for different proposers to arrive at vastly differing estimates of resources required. It is anticipated that this shall allow the proposers to explain exactly what the State shall receive for this amount of funds and shall allow evaluators to determine the best proposals based upon the qualifications and the description of what the State shall receive in exchange for this amount.

###### 14. FORMAT AND PROCEDURE FOR DELIVERY OF PROPOSALS

The proposal shall consist of eight parts **TECHNICAL FACTORS REDACTED** Part I – Proposal Management Summary; Part II –Production; Part III –Additional Data; **MANAGEMENT FACTORS UNREDACTED** Part IV - Corporate Experience and Capacity; Part V – Personnel; Part VI – Resumes; Part VII – Cost Data; VIII – Acceptance of Conditions and Signed Attachments. Modifications or additions to any portion of the procurement document may be cause for rejection of the proposal.

*The proposal shall be prepared with one-inch margins; 11-point Arial font with double spacing; and unbound with no staples, clips or rubber bands.*

Each page of the **original proposal** and all attachments shall be identified with the name of the Offeror.

The five (5) copies shall consist of the eight parts as follows:

TECHNICAL FACTORS: **WITHOUT VENDOR EVIDENCE**

* **Part I** is a cover letter that shall be submitted as the **Management Summary** to provide the MDE the underlying philosophy of the firm for providing the specified service.
* **Part II** is the **Production** Proposalsthat shall provide a detailed plan describing how the services shall be performed to meet the requirements of the solicitation. The plan and description should encompass Part I and Part III of this solicitation. The proposals must be prepared and organized in a clear and concise manner that is easily understandable. The proposal shall address the tasks to be accomplished, processes to be undertaken to accomplish those tasks and a proposed timeline for completion.
* **Part III** is the **Additional Data** section which shall provide any additional information that shall aid in evaluation of the response.

MANAGEMENT FACTORS: **WITH VENDOR EVIDENCE**

* **Part IV** is the **Corporate Experience and Capacity**, which shall provide satisfactory evidence of the vendor’s years of experience, capability to manage and coordinate the types of activities and provide the services described in this solicitation in a timely manner, and a statement on the extent of any corporate expansion required to handle the service. Special attention should be given to the qualifications listed in the Qualifications Section 20 of this solicitation. A discussion shall include a description of the vendor’s background and relevant experience as related to the described activities. A description and details of the relevant experience shall be included. Samples of previous work may be included as well as letters of recommendation from current customers.
* **Part V** is **Personnel** which shall provide resumes of all those who shall be involved in the delivery of service (from principals to field technicians) that include their experience in this area of service delivery. Indicate the level of involvement by principals of the firm in the day-to-day operations of the contract.
* **Part VI** is the **References** sectionwhich shall provide at least three (3) references for contracts of similar size and scope, including at least two (2) references for current contracts or those awarded during the past three (3) years. Include the name of the organization, length of the contract, a brief summary of the work, and the name of and telephone number of a responsible contact person.

BUDGET: **WITH VENDOR EVIDENCE**

* **Part VII** is the **Cost Data** that shall include the cost must encompass all requirements of this solicitation. In order to be considered, vendors must submit a proposal that includes the budget narrative that addresses all costs for services, expenses, and products specified in the solicitation. The cost data IS BINDING but is subject to BEING NEGOTIATED DOWN if your firm is chosen as a finalist. The MDE shall not pay any costs above this amount. A detailed budget narrative shall be included. This shall include the number of personnel proposed to be assigned to the contract and the total estimated cost of the labor portion of the contract (see Attachment D). Identify all non-labor costs and their estimated totals. Indirect costs shall not be allowed. The budget narrative should include all costs associated with the project. If a unit price shall be given for each service, the unit price shall be the same throughout the proposal. The Budget Summary form shall be completed and shall accompany the proposal as **Attachment E**.

OTHER: **WITH VENDOR EVIDENCE**

* **Part VIII** is the **Acceptance of Conditions and Signed Attachments** section where the Vendor shall indicate agreement with the terms and conditions as set forth beginning on page number 42 of the solicitation. If the Vendor objects to any of the terms and conditions, the Vendor shall so state and shall indicate any revisions desired by the Vendor. Please note that any revisions may be considered adequate cause for rejection of the proposal. Signed documents for **Attachments A-D** shall encompass this section.

It is the responsibility of the Offeror to separate the information marked Technical (unmarked) and Management (marked) for submission to the Office of Procurement. This information is outlined in detail in Section 14. **FORMAT AND PROCEDURE FOR DELIVERY OF PROPOSAL.**

##### 15. ACCEPTANCE OF PROPOSALS

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

**16. REGISTRATION WITH MISSISSIPPI SECRETARY OF STATE**

By submitting a proposal, the Offeror certifies that it is registered to do business in the State of Mississippi as prescribed by the Mississippi Secretary of State or, if not already registered, that it shall do so within seven (7) business days of being offered an award. Sole proprietors are not required to register with the Mississippi Secretary of State.

17. REJECTION OF PROPOSALS

Any proposal shall be rejected in whole or in part when it is determined to be in the best interest of the State, as provided by the Public Procurement Review Board regulations. Reasons for rejecting a proposal include, but are not limited to:

1. The proposal contains unauthorized amendments to the requirements of the solicitation.
2. The proposal is conditional.
3. The proposal is incomplete or contains irregularities, which make the proposal indefinite or ambiguous.
4. The proposal transmittal form is not signed by an authorized representative.
5. The proposal contains false or misleading statements or references.
6. The Offeror is determined to be non-responsive.
7. The proposal ultimately fails to meet the announced requirements of the State in some material aspect.
8. The proposal price is unreasonable.
9. The products or service item offered in the proposal is unacceptable by reason of its failure to meet the requirements of the specifications or permissible alternates or other acceptable criteria set forth in the solicitation.
10. The proposal is received late. Late proposals shall be maintained unopened in the procurement file.
11. The proposal included vendor specific information or evidence.
12. The Offeror did not include a USB with the name of the vendor to provide a single document in a searchable Microsoft Word or Adobe Acrobat (PDF) format.
13. The Offeror has filed bankruptcy, been implicated in fraud or been debarred.
14. The Offeror did not perform prior services in a proper, workmanlike, and/or dignified manner.
15. The Offeror currently owes the State money.

**17.1 EXCEPTIONS:**

The MDE reserves the right to reject any and all proposals, to negotiate with the best proposed Offeror to address issues other than those described in the proposal, to award a contract to other than the low Offeror, or not to make any award if it is determined to be in the best interest of the MDE.

18. DISPOSITION OF PROPOSALS

All submitted proposals become the property of the Mississippi Department of Education and shall not be returned to Offeror.

19. CONDITIONS OF SOLICITATION

The release of the solicitation does not constitute an acceptance of any offer, nor does such release in any way obligate the MDE to execute a contract with any other party.

The Offeror shall assure compliance with the following conditions of solicitation:

1. Any proposal submitted in response to the solicitation shall be in writing.
2. The MDEaccepts no responsibility for any expense incurred by the Offeror in the preparation and presentation of an offer. Such expenses shall be borne exclusively by the Offeror.
3. The award of a contract for any proposal is contingent upon the following:
* Favorable evaluation of the proposal,
* Approval of the proposal by the Office of Technology and Strategic Services, The Mississippi Department of Education,
* Successful negotiation of any changes to the proposal as required by the MDE,
* The State Board of Education approval, if required,
* The Public Procurement Review Board approval, if required.
1. Likewise, the MDE also reserves the right to accept any proposal as submitted for contract award, without substantive negotiation of offered terms, services, or prices. Therefore, all parties are advised to propose their most favorable terms initially. Discussions may be conducted with Offerors who submit proposals determined to be reasonably susceptible of being selected for the award for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements, but proposals may be accepted without such discussions.
2. The MDE reserves the right to cancel this solicitation when it is determined in writing to be in the best interest of the State as provided by the Public Procurement Review Board.
3. The RFP, its amendments, the offeror’s proposal and the Best and Final Offer shall constitute the contract.
4. Any proposal received after the time and date set for receipt of proposals is late. Any withdrawal or modification of a proposal received after the time and date set for receipt of proposals at the place designated for receipt is late. No late proposal, late modification, or late withdrawal shall be considered unless receipt would have been timely but for the action or inaction of State personnel directly serving the procurement activity.
5. Offerors shall acknowledge receipt of any amendment to the solicitation by signing and returning the form Amendment B with the proposal, by identifying the amendment number and date in the space provided for this purpose on the proposal form, or by letter. The acknowledgment must be received by the Mississippi Department of Education by the time and at the place specified for receipt of proposals.
6. The Offeror certifies that the prices submitted in response to the solicitation have been arrived at independently and without – for the purpose of restricting competition – any consultation, communication, or agreement with any other Offeror or competitor relating to those prices, the intention to submit an offer, or the methods or factors used to calculate the Offeror’s prices.
7. The Offeror shall submit in writing any trade secrets or other proprietary data contained in the proposal which the Offeror wishes to remain confidential in accordance with Section 25-61-9 and 79-23-1 of the Mississippi Code. Offer must complete Attachment C with the proposalidentifying any such information.

20. QUALIFICATIONS

The Offeror shall provide the following minimum information:

* The name of the Offeror, the location of the Offeror’s principal place of business and, if different, the place of performance of the proposed contract;
* The age of the Offeror’s business and average number of employees over a previous period of time, as specified in the solicitation ;
* The abilities, qualifications, and experience of all persons who would be assigned to provide the required services;
* A listing of other contracts under which services similar in scope, size, or discipline to the required services were performed or undertaken within a previous period of time, as specified in the solicitation; and,
* A plan giving as much detail as is practical explaining how the services shall be performed.

21. CRITERIA FOR EVALUATION OF PROPOSALS

The MDE shall ensure fair and equitable treatment of all persons and Offeror’s in regard to the evaluation process. The process provides for the selection of the best Offeror in accordance with State and Federal laws and regulations. Specifically, by the provisions of the Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations. A copy of which is available at 501 North West Street, Suite 701E; Jackson, MS 39201 for inspection, or downloadable at <http://www.dfa.ms.gov>.

The MDE reserves the right to accept, reject, or negotiate any or all offers on the basis of the evaluation criteria contained within this document. The final decision to execute a contract with any party rests solely with the MDE.

Proposals submitted by the specified time and containing the eight parts described in the Format and Procedure for Delivery of Proposal section shall be evaluated by an Evaluation Committee selected by the MDE.

The specific criteria that shall be used in evaluating the merits of the solicitation are listed below. The criteria are weighted to yield a total of 100 points and shall include the following: Point total 100 points

 **A. TECHNICAL FACTORS (Proposed Methodology**) - [33 Points]

**Technical Factors – Points Distribution**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Technical Factors:****Without Vendor Evidence** | **Section I: Process Maturity** | **Section II: Current State** | **Section III: Future State** | **Total Points** |
| **Points** | **Points** | **Points** |
| Part I. Management Summary with underlying philosophy of the firm | 1 | 1 | 1 | 3 |
| Part II. Detailed Plan  | 9 | 9 | 9 | 27 |
| Part III. Additional Data | 1 | 1 | 1 | 3 |
| **Total Points** | **11** | **11** | **11** | **33** |

* Provide a cover letter that shall be submitted as the **Management Summary** to provide the underlying philosophy of the **lead and partner organizations** for providing the specified service and assisting MDE achieve its vision for this project.
* Provide a detailed plan describing how the services shall be performed to meet the requirements of the solicitation. The plan and description should encompass Part I and Part III of this solicitation. The proposals must be prepared and organized in a clear and concise manner that is easily understandable. The proposal shall address the tasks to be accomplished, processes to be undertaken to accomplish those tasks and a proposed timeline for completion.

The detailed plan will cover **separately** each section of the Scope of Work as outlined above [section 4/pages 6-16: *I. Process Maturity, II. Current State, III. Future State*]. **For each section**, the proposal shall **separately** explain

1. The vendor approach to the work broadly
2. The vendor approach to project management
3. The vendor approach to change management and communications
4. How each deliverable will be produced
5. A detailed timeline for each deliverable
6. The critical success factors for each deliverable
7. Risk factors for each deliverable
8. Dependencies and potential efficiencies across deliverables within each section or across sections
9. Understanding that this project will require extensive interactions between the vendor’s leads and staff and the MDE’s counterparts and staff…
	1. The responsibilities of vendor leads for each deliverable
	2. The responsibilities of vendor staff for each deliverable
	3. The responsibilities of OTSS counterparts and staff for each deliverable
	4. How each Project Lead will work with the OTSS counterparts, including the amount of time/effort OTSS counterparts will need to contribute to each deliverable
	5. How much time each project lead and support staff will need to spend in Mississippi at the MDE or interacting with sample Districts across the state
	6. How much work can be accomplished remotely
10. How much interaction with MDE and school districts the vendor deems essential, as well as how the vendor will manage those intersections and the outcomes of those interactions will produce
11. The process for producing deliverables, and how the final products will be shared/managed
12. The vendor approach to train OTSS staff and transfer knowledge to OTSS counterparts/staff
13. The vendor approach to developing staffing needs assessments and lessons learned at the end of each section
14. How staff and processes will be evaluated and the framework to organize resulting reports
15. **NOTE: For repeatable answers, please reference back to the first time such an answer is provided**
* **Additional Data** section which shall provide any additional information that shall aid in evaluation of the response. The State of Mississippi requires a blind evaluation of any additional data provided.

**B. MANAGEMENT FACTORS** [32 Points]

Management Factors Questionnaire [no page limit]:

**Management Factors – Points Distribution**

|  |  |  |  |
| --- | --- | --- | --- |
| **MANAGEMENT FACTORS:** **WITH VENDOR EVIDENCE** | **Total Points** |  |  |
| **Part IV. is the Corporate Experience and Capacity** | 2 |  |  |
| #1-4 and #7 Below |   |  |  |
| **Part V. Personnel**  |  |  |  |
| A. Team Leads\* Resumes (#5 Below) | 14\*\* |  |  |
| B. List all other staff | 2 |  |  |
| **Part VI. References**  |  |  |  |
| A. Team Leads\* References (#6 Below) | 14\*\* |  |  |
| **Total Points** | **32** |  |  |
|  |  |  |  |
| **\*Team Leads Break-Down** | **Resumes** | **References** | **Total Points** |
| Project Director | 1 | 1 | 2 |
| Project Manager(s) | 1 | 1 | 2 |
| Change Manager(s) | 1 | 1 | 2 |
| Process Lead: Project Management | 1 | 1 | 2 |
| Process Lead: Performance Management | 1 | 1 | 2 |
| Process Lead: Change Management | 1 | 1 | 2 |
| Process Lead: Customer Service | 1 | 1 | 2 |
| Process Lead: Outreach Campaign | 1 | 1 | 2 |
| Process Lead: Data Governance | 1 | 1 | 2 |
| Process Lead: Data Privacy | 1 | 1 | 2 |
| Process Lead: SDLC/QA | 1 | 1 | 2 |
| Process Lead: Service Management | 1 | 1 | 2 |
| Technical Lead: Current State  | 1 | 1 | 2 |
| Technical Lead: Future State  | 1 | 1 | 2 |
| **Total Points** | **14\*\*** | **14\*\*** | **28** |

**EVALUATED:**

1. Identify **lead organization** that will be responsible for all deliverables and invoicing. Include the following:
	1. Organizational leadership: leaders names, titles, mailing address, email address, and phone number
	2. Current organizational chart with all personnel (i.e., staff and full-time contractors)
	3. Average number of personnel for each year: 2019, 2018, 2017
		1. Account for significant changes in personnel (individuals and/or average number)
2. Identify any/all **partner organizations** that will have responsibilities for deliverables. Include the following:
	1. Organizational leadership: leaders names, titles, mailing address, email address, and phone number
	2. Current organizational chart with all personnel (i.e., staff and full-time contractors)
	3. Average number of personnel for each year: 2019, 2018, 2017
		1. Account for significant changes in personnel (individuals and/or average number)
3. If proposal includes **partner organizations**, describe the overall management plan that includes delineated responsibilities and lines of reporting. Including the following:
	1. Organizational chart that depicts delineated responsibilities and lines of reporting
4. Identify the lead and/or partner organizationthat have successfully completed projects similar to the work described in this RFP. Include the following:
	1. List of projects, client and responsible organization(s)
		1. Examples of materials that demonstrate the quality of work completed by the vendor on similar projects should be included.
	2. Description of three similar projects completed for State Education Agencies (SEA)
		1. Vendor may provide description of a similar Local Education Agency (LEA) project in lieu of one SEA project.
	3. For each of the three similar projects, letters of reference from the SEA Chief Information Officer (CIO) [or equivalent position] with current name, title, contact information of each CIO.
		1. Vendor may provide an LEA CIO in lieu of one SEA CIO reference, also with current name, title, contact information.
5. Identify the following **project leads** and include **resumes**
	1. Overall Project Director with full decision-making authority
	2. Project Manager(s): there may be separate project managers for each of the three sections of this project, or a single project manager with the percentage of his/her time will be divided across the three sections work (provided they do not exceed 100% of time).
	3. Change Manager(s): there may be separate change managers for each of the three sections of this project, or a single change manager with the percentage of his/her time will be divided across the three sections work (provided they do not exceed 100% of time).
	4. Process Lead for all Key Processes in Section 1: A Process Lead may be assigned to multiple processes, provided they have expertise for each process (supported by resume) and do not exceed 100% of time.
	5. Technical Lead(s) for Section 2: Technical Lead(s) may be assigned to multiple projects (Current State and/or Future State and Design), provided they have expertise for each project and do not exceed 100% of time when the work overlaps.
	6. Technical Lead(s) for Section 3: Technical Lead(s) may be assigned to multiple projects (Current State and/or Future State and Design), provided they have expertise for each project and do not exceed 100% of time when the work overlaps.
6. For each of the above project leads provide **three letters of reference** from the SEA Chief Information Officer (CIO) [or equivalent position] with current name, title, contact information of each CIO who oversaw similar projects.  Regarding the **Management Factors Points Distribution** table above, each Team Lead will earn one point for a resume demonstrating sufficient qualification – or zero points if no resume is submitted or the qualifications are insufficient. Likewise, each Team Lead will earn one point for three qualified reference letters (see below) – or zero points if fewer than three or no qualified reference letters are submitted. Include the following:
	1. Describe the three similar projects completed for State Education Agencies (SEA).
		1. Vendor may provide description of a similar Local Education Agency (LEA) project in lieu of one SEA project.
		2. Vendor may provide a letter of reference from LEA CIO in lieu of one SEA CIO reference, also with current name, title, contact information.
	2. Work samples from each Team Lead [OPTIONAL].
7. Provide names, titles, qualifications and areas of responsibilities for all additional staff who will be assigned to this project.

**C. COST FACTORS** [35 points]

1. Complete ATTACHMENT E [Excel Workbook]

**Cost Factors – Points Distribution**

|  |  |
| --- | --- |
| **Cost Factors WITH VENDOR EVIDENCE** | **Total Points** |
| **Section I Deliverables TAB** | 12 |
| **Section II Deliverables TAB** | 12 |
| **Section III Deliverables TAB** | 11 |
| **TOTAL POINTS** | **35** |

**\*TOTALS TAB Lowest Bid Formula**

**X \* Z = # of assigned points X = Lowest Bid Price**

**Y Y = Offeror’s Bid Price**

 **Z = Assigned Points**

*A formula shall be applied to determine the points awarded to each Offeror.*

Discussions may be conducted with Offerors who submit proposals determined to be reasonably susceptible of being selected for award. Likewise, the MDE also reserves the right to accept any proposal as submitted for contract award, without substantive negotiation of proposed terms, services or prices. For these reasons, all parties are advised to propose their most favorable terms initially.

Awards shall be made to the responsive and responsible Offeror whose proposal is determined to be the most advantageous to the State, taking into consideration the price and the evaluation factors set forth. Results of the evaluation and the recommendation of the evaluation team shall be forwarded to the State Board of Education (if applicable), and the Public Procurement Review Board (if applicable) for approval.

**22. PRE-CONFERENCE**

A pre-conference shall not be held for this procurement.

**23. ORAL PRESENTATIONS**

An oral presentation shall not be held for this procurement.

**24. ACKNOWELEDGMENT OF AMENDMENTS**

Offerors shall acknowledge receipt of any amendment to the solicitation by signing and returning the amendment form with the proposal. The acknowledgement must be received by the MDE by the time and at the place specified for receipt of proposals.

**25. NOTICE OF INTENT TO AWARD**

Award shall be publicly posted on the MDE’s website and MAGIC for 48 hours prior to Official award notices. After public posting, the MDE shall notify in writing to the responsible Offeror(s) whose proposal is determined to be the most advantageous to the State taking into consideration evaluation factors set forth in the solicitation. The notice of intended Contract award shall be sent to the winning Offeror. Unsuccessful Offerors shall be notified in the same manner after the award has been accepted or declined.

**26. POST-AWARD VENDOR DEBRIEFING**

Vendors shall be given the opportunity to request a debriefing.  Upon notification of intent to award or notification of unsuccessful Offeror, vendor shall have three (3) business days to request a post-award debriefing in writing, by U.S. mail or electronic submission.  At a minimum, the debriefing should occur within four (4) business days after receipt of the vendor request.  The debriefing shall include the following:

1. Evaluation of significant weaknesses or deficiencies in the proposal;
2. Overall evaluated cost or price and technical rating, if applicable, of the successful vendor(s) and the debriefed vendor;
3. Overall ranking of all vendors, when any ranking was developed by the agency during the selection process;
4. Summary of the rationale for award; and,
5. Reasonable responses to relevant questions about selection procedures contained in the solicitation, applicable regulations, and other applicable authorities that were followed.

**27. RIGHT TO PROTEST**

A. Interested Party means an actual or prospective Offeror that may be aggrieved by the solicitation or award of a contract, or by the protest.

B. Protestor means any actual or prospective Offeror who is aggrieved in connections with the solicitation or the award of a contract who files a protest.

C. Special Assistant Attorney General shall mean the individual assigned by the Attorney General to provide legal assistance to the State agency.

 **27.1 Procedures for Filing Protests**

Protestors should seek resolution of their complaints initially with the office that issued the solicitation.

Any actual or prospective Offeror who is aggrieved in connection with the solicitation or award of a contract may protest to the Agency Head and provide a copy the Department of Finance and Administration Director of the Office of Personal and Professional Service Contract Review. The protest shall be submitted in writing within seven (7) calendar days of the award or within seven (7) calendar days of the solicitation posting if the protest is based on the solicitation.

A protest is considered filed when received by the Agency head. Protests filed after the seven (7) day period shall not be considered.

To file a protest directly to the PPRB, the aggrieved party shall file a protest with the Office of Personal Service Contract Review within seven (7) calendar days after the aggrieved party knew or should have known of the facts and circumstances upon which the protest is based, but in no event later than seven (7) days of the solicitation posting or award.

**27.2 Content of Protest**

 The written protest letter shall contain:

1. The name and address of the protester.
2. An appropriate identification of the procurement, the procurement number and if a contract has been awarded.
3. An explanation of the specific basis for the protest.
4. The protesting Offeror must provide facts and evidence to support the protest.
5. Provide statement of reason for the protest, supporting exhibits, evidence, or documents to substantiate any claim unless not available within the filing time in which case the expected availability date shall be indicated.
6. Place protest letter in an envelope clearly marked “Protest”
7. A protest is considered filed when received by the MDE, or designee. Protests filed after the seven (7) calendar days shall not be considered.

**27.3 Protest Decision**

The MDE in collaboration with the Special Assistant Attorney General shall promptly issue a decision in writing. The decision shall:

1. state the reason for the action taken; and
2. inform the protestant of its right to administrative review.

**28. AUDIT**

The MDE may conduct random audits to monitor Contractor performance. There shall be no restrictions on the right of the State or Federal government to conduct whatever inspections and audits are necessary to assure quality, appropriateness or timeliness of services and reasonableness of their cost. Pursuant to 31 U.S.C. § 3731(b)(2), claims may be brought up to ten (10) years after the date on which a violation is committed. The right to audit exists for ten (10) years from the final date of the contract period or from the date of completion of any audit, whichever is later.

**29. STANDARD TERMS AND CONDITIONS**

Certain terms and conditions are required for contracting. Therefore, the Offeror shall assure agreement and compliance with the following standard terms and conditions.

1. **ACCESS TO RECORDS**

Contractor agrees that the MDE, or any of its duly authorized representatives, at any time during the term of this agreement, shall have access to, and the right to audit and examine any pertinent books, documents, papers, and records of Contractor related to Contractor’s charges and performance under this agreement. Such records shall be kept by Contractor for a period of three (3) years after final payment under this agreement, unless the MDE authorizes their earlier disposition. Contractor agrees to refund to the MDE any overpayment disclosed by any such audit. However, if any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of 3-year period, the records shall be retained until completion of the action and resolution of all issues which arise from it.

1. ANTI-ASSIGNMENT/SUBCONTRACTING

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

1. APPLICABLE LAW

The contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of law, provisions, and any litigation with respect thereto shall be brought in the courts of the State. Contractor shall comply with applicable federal, state, and local laws and regulations.

1. **APPROVAL CLAUSE**

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

##### AUTHORITY TO CONTRACT

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

##### AVAILABILITY OF FUNDS

It is expressly understood and agreed that the obligation of the MDE to proceed under this agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the MDE, the MDE shall have the right upon ten (10) working days written notice to Contractor, to terminate this agreement without damage, penalty, cost or expenses to the MDE of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

1. **BOARD APPROVAL**

It is understood that this contract is void and no payment shall be made in the event that the Mississippi Board of Education and/or the State Board of Education does not approve this contract.

##### COMPLIANCE WITH LAWS

Contractor understands that the MDE is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and Contractor agrees during the term of the agreement that Contractor shall strictly adhere to this policy in its employment practices and provision of services. Contractor shall comply with, and all activities under this agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

1. **CONTRACTOR PERSONNEL**

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

##### COPYRIGHTS

Contractor agrees the MDE shall determine the disposition of the title to and the rights under any copyright by Contractor or employees on copyrightable material first produced or composed under this agreement. Further, Contractor hereby grants the MDEa royalty-free, nonexclusive, irrevocable license to reproduce, translate, publish, use and dispose of, and to authorize others to do so, all copyrighted (or copyrightable) work not first produced or composed by Contractor in the performance of this agreement, but which is incorporated in the material furnished under the agreement. This grant is provided that such license shall be only to the extent Contractor now has, or prior to the completion of full final settlements of agreement may acquire, the right to grant such license without becoming liable to pay compensation to others solely because of such grant.

Contractor further agrees that all material produced and/or delivered under this contract shall not, to the best of Contractor's knowledge, infringe upon the copyright or any other proprietary rights of any third party. Should any aspect of the materials become, or in Contractor's opinion be likely to become, the subject of any infringement claim or suit, Contractor shall procure the rights to such material or replace or modify the material to make it non-infringing.

1. **DEBARMENT AND SUSPENSION**

Contractor certifies to the best of its knowledge and belief, that it:

(1) is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency or any political subdivision or agency of the State of Mississippi;

(2) has not, within a three year period preceding this proposal or qualification, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction;

(3) has not, within a three year period preceding this proposal or qualification been convicted of or had a civil judgment rendered against it for a violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(4) is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in paragraphs two (2) and (3) of this certification; and,

(5) has not, within a three year period preceding this proposal or qualifications had one or more public transactions (federal, state, or local) terminated for cause or default.

##### DISCLOSURE OF CONFIDENTIAL INFORMATION

In the event that either party to this agreement receives notice that a third-party requests divulgence of confidential or otherwise protected information and/or has served upon it a subpoena or other validly issued administrative or judicial process ordering divulgence of confidential or otherwise protected information that party shall promptly inform the other party and thereafter respond in conformity with such subpoena to the extent mandated by law. This section shall survive the termination or completion of this agreement. The parties agree that this section is subject to and superseded by Mississippi Code Annotated §§ 25-61-1 *et seq*.

1. **E-PAYMENT**

Contractor agrees to accept all payments in United States currency via the State of Mississippi’s electronic payment and remittance vehicle. The agency agrees to make payment in accordance with Mississippi law on “Timely Payments for Purchases by Public Bodies,” which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of invoice. Mississippi Code Annotated § 31-7-301 *et seq.*

1. **E-VERIFICATION**

If applicable, Contractor represents and warrants that it shall ensure its compliance with the Mississippi Employment Protection Act of 2008 and shall register and participate in the status verification system for all newly hired employees. Mississippi Code Annotated §§ 71-11-1 *et seq*. The term “employee” as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, “status verification system” means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor agrees to maintain records of such compliance. Upon request of the State and after approval of the Social Security Administration or Department of Homeland Security when required, Contractor agrees to provide a copy of each such verification. Contractor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws. The breach of this agreement may subject Contractor to the following:

(1) termination of this contract for services and ineligibility for any state or public contract in Mississippi for up to three (3) years with notice of such cancellation/termination being made public;

(2) the loss of any license, permit, certification or other document granted to Contractor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year; or,

(3) both. In the event of such cancellation/termination, Contractor would also be liable for any additional costs incurred by the State due to Contract cancellation or loss of license or permit to do business in the State.

##### EXCEPTIONS TO CONFIDENTIAL INFORMATION

Contractor and the State shall not be obligated to treat as confidential and proprietary any information disclosed by the other party (“disclosing party”) which:

(1) is rightfully known to the recipient prior to negotiations leading to this agreement, other than information obtained in confidence under prior engagements;

(2) is generally known or easily ascertainable by nonparties of ordinary skill in the business of the customer;

(3) is released by the disclosing party to any other person, firm, or entity (including governmental agencies or bureaus) without restriction;

(4) is independently developed by the recipient without any reliance on confidential information;

(5) is or later becomes part of the public domain or may be lawfully obtained by the State or Contractor from any nonparty; or,

1. is disclosed with the disclosing party’s prior written consent.
2. **INDEMNIFICATION**

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

##### INDEPENDENT CONTRACTOR

Contractor shall perform all services as an independent contractor and shall at no time act as an agent for the State. No act performed or representation made, whether oral or written, by Contractor with respect to third parties shall be binding on the MDE.

1. **INDEPENDENT PRICE DETERMINATION**

Contractor certifies that the price submitted was independently arrived at without collusion.

1. **INFORMATION DESIGNATED BY CONTRACTOR AS CONFIDENTIAL**

Any disclosure of those materials, documents, data, and other information which Contractor has designated in writing as proprietary and confidential shall be subject to the provisions of Mississippi Code Annotated §§ 25-61-9 and 79-23-1. As provided in the contract, the personal or professional services to be provided, the price to be paid, and the term of the contract shall not be deemed to be a trade secret, or confidential commercial or financial information.

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

1. **LEGAL AND TECHNICAL SUPPORT**

Contractor shall utilize its knowledge and understanding of applicable legal standards and comply with recognized professional standards and generally accepted measurement principles applicable to assessments and uses of the type described in this contract, including but not limited to standards relating to validity and reliability. Contractor shall consult with the MDE concerning its implementation of the requirements of this section. In the event of a challenge in which the validity or reliability of the use of an assessment developed under this contract is an issue (other than a challenge based on infringement of copyright or other proprietary rights of a third party), Contractor shall cooperate with the MDE and/or the State of Mississippi in the defense of the assessment and shall provide reasonable technical and legal support with regard to Contractor's activities under this contract without additional charges to the MDE or the State.

##### MODIFICATION OR RENEGOTIATION

This agreement may be modified, altered or changed only by written agreement signed by the parties hereto. 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.

##### PRICE ADJUSTMENT

1) **Price Adjustment Methods.** Any adjustments in contract price, pursuant to a clause

     in this contract, shall be made in one or more of the following ways:

     (a) by agreement on a fixed price adjustment before commencement of the

          Additional performance;

     (b) by unit prices specified in the contract;

     (c) by the costs attributable to the event or situation covered by the clause, plus

          appropriate profit or fee, all as specified in the contract; or,

     (d) by the price escalation clause.

(2) **Submission of Cost or Pricing Data.** Contractor shall provide cost or pricing data

 for any price adjustments subject to the provisions of Section 3-401 (Cost or Pricing

      Data) of the *Mississippi Public Procurement Review Board Office of Personal*

*Service Contract Review Rules and Regulations*.

**23. PAYMODE**

Payments by state agencies using the State’s accounting system shall be made and remittance information provided electronically as directed by the State. These payments shall be deposited into the bank account of Contractor’s choice. The State may, at its sole discretion, require Contractor to electronically submit invoices and supporting documentation at any time during the term of this Agreement. Contractor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.

**24. PERSONNEL**

Contractor agrees that, at all times, the employees of contractor furnishing or performing any of the services specified under this agreement shall do so in a proper, workmanlike, and dignified manner.

##### 25. PROCUREMENT REGULATIONS

The contract shall be governed by the applicable provisions of the *Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations*, a copy of which is available at 501 North West Street, Suite 701E, Jackson, Mississippi 39201 for inspection, or downloadable at <http://www.DFA.ms.gov>.

##### 26. REPRESENTATION REGARDING CONTINGENT FEES

Contractor represents that it has not retained a person to solicit or secure a State contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in Contractor’s proposal or qualification.

##### 27. REPRESENTATION REGARDING GRATUITIES

The Offeror, or Contractor represents that it has not violated, is not violating, and promises that it shall not violate the prohibition against gratuities set forth in Section 6-204 (Gratuities) of the Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations.

##### 28. STOP WORK ORDER

(1) **Order to Stop Work**: The Chief Procurement Officer, may, by written order to

     Contractor at any time, and without notice to any surety, require Contractor to stop all

 or any part of the work called for by this contract. This order shall be for a specified period not exceeding 90 days after the order is delivered to Contractor, unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, Contractor shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the Chief Procurement Officer shall either:

(a) cancel the stop work order; or,

(b) terminate the work covered by such order as provided in the Termination for Default

     clause or the Termination for Convenience clause of this contract.

(2) **Cancellation or Expiration of the Order**: If a stop work order issued under this     clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, Contractor shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or Contractor price, or both, and the contract shall be modified in writing accordingly, if:

    (a) the stop work order results in an increase in the time required for, or in

 Contractor’s properly allocable to, the performance of any part of this contract; and,

    (b) Contractor asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage; provided that, if the Chief Procurement Officer decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this contract.

(3) **Termination of Stopped Work**: If a stop work order is not canceled and the work

 covered by such order is terminated for default or convenience, the reasonable   costs resulting from the stop work order shall be allowed by adjustment or otherwise.

(4) **Adjustments of Price:** Any adjustment in contract price made pursuant to this

     clause shall be determined in accordance with the Price Adjustment clause of this

     contract.

##### 29. TERMINATION FOR CONVENIENCE

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

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

##### 30. TERMINATION FOR DEFAULT

1. **Default.** If Contractor refuses or fails to perform any of the provisions of this contract with such diligence as shall ensure its completion within the time specified in this contract or any extension thereof, or otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the Agency Head or designee may notify Contractor in writing of the delay or nonperformance and if not cured in ten days or any longer time specified in writing by the Agency Head or designee, such officer may terminate Contractor’s right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the Agency Head or designee may procure similar supplies or services in a manner and upon terms deemed appropriate by the Agency Head or designee. Contractor shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.
2. **Contractor’s Duties.** Notwithstanding termination of the contract and subject to any directions from the Chief Procurement Officer, Contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of Contractor in which the MDE has an interest.
3. **Compensation.** Payment for completed services delivered and accepted by the State shall be at the contract price. The State may withhold from amounts due Contractor such sums as the Agency Head or designee deems to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders and to reimburse the MDE for the excess costs incurred in procuring similar goods and services.
4. **Excuse for Nonperformance or Delayed Performance.** Except with respect to defaults of subcontractors, Contractor shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by Contractor to make progress in the prosecution of the work hereunder which endangers such performance) if Contractor has notified the Agency Head or designee within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the State and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, Contractor shall not be deemed to be in default, unless the services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit Contractor to meet the contract requirements. Upon request of Contractor, the Agency Head or designee shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, Contractor’s progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly, subject to the rights of the State under the clause entitled (in fixed-price contracts, “Termination for Convenience,” in cost-reimbursement contracts, “Termination”). “Termination for Convenience.” (As used in this Paragraph of this clause, the term “subcontractor” means subcontractor at any tier).
5. **Erroneous Termination for Default.** If, after notice of termination of Contractor’s right to proceed under the provisions of this clause, it is determined for any reason that the contract was not in default under the provisions of this clause, or that the delay was excusable under the provisions of Paragraph (4) (Excuse for Nonperformance or Delayed Performance) of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the MDE, be the same as if the notice of termination had been issued pursuant to such clause.
6. **Additional Rights and Remedies.** The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

**31. TERMINATION UPON BANKRUPTCY**

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

**32. TRADE SECRETS, COMMERCIAL AND FINANCIAL INFORMATION**

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

**33. TRANSPARENCY**

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

**34. UNSATISFACTORY WORK**

If, at any time during the contract term, the service performed or work done by Contractor is considered by the Agency to create a condition that threatens the health, safety, or welfare of the citizens and/or employees of the State of Mississippi, Contractor shall, on being notified by the Agency, immediately correct such deficient service or work. In the event Contractor fails, after notice, to correct the deficient service or work immediately, the Agency shall have the right to order the correction of the deficiency by separate contract or with its own resources at the expense of Contractor.

|  |
| --- |
| **Tentative Timeline****OTSS Process and Maturity Documentation and Systems Design** |
| October 07, 2019 | Release  |
| October 07, 2019October 14, 2019 | Advertisement dates in The Clarion Ledger  |
| October 07, 2019 | Mail, email, and post to the MDE website |
| October 29, 2019 | Deadline for questions |
| November 01, 2019 | Deadline for program office response to questions and posting to website |
| November 26, 2019 | Solicitation due by 5:00 p.m. Central Time (CT) to Procurement |
| November 27, 2019 | Proposal opening |
| December 03-04, 2019 | Evaluation of solicitation and/or presentations |
| December 05, 2019 | Notice of intent to Award |
| December 09, 2019 | Post-Award debriefing held by date (mirror protest date) |
| December 12, 2019 | Protest deadline date (7 days after intent to award date) |
| December 19, 2019 | Contract to The Mississippi Board of Education |
| February 05, 2019 | Contract to Public Procurement Review Board (PPRB)  |
| February 06, 2019 | Contract start date |

ATTACHMENT A

**TRANSMITTAL FORM**

**OTSS Process and Maturity Documentation and Systems Design**

## Name of Offeror:

**Contact Person:**

**Title:**

**Location of Offeror’s Principal Place of Business:**

**Location of Place of Performance (if different from above):**

### Phone Number: Fax Number:

**Mailing Address:**

By my signature below, I hereby represent that I am authorized to and do bind the Offeror to the provisions of the attached proposal or qualification. I have thoroughly read and understand this solicitation and the attachments herein. I agree to perform the specified personal and professional services in accordance with provisions set forth in the solicitation. I fully understand and shall assure compliance with the Conditions of Solicitation and Standard Terms and Conditions contained in the solicitation I shall secure, at my own expense, applicable personnel who shall be qualified to perform the duties required under this solicitation. Furthermore, I am fully aware of the evaluation criteria to be utilized in awarding the contract.

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Authorized Signature Date

**Proposal Due Date: November 26, 2019, 5:00 p.m., Central Time (CT)**

**The Mississippi Department of Education: Office of Procurement**

**ATTENTION: Monique Corley**

**OTSS Process and Maturity Documentation and Systems Design**

**See page number 5 for delivery addresses.**

ATTACHMENT B

**CERTIFICATIONS AND ASSURANCES**

I/We make the following certifications and assurances as a required element of the qualification to which it is attached, of the understanding that the truthfulness of the facts affirmed here and the continued compliance with these requirements are conditions precedent to the award or continuation of the related contract(s) by circling the applicable word or words in each paragraph below:

CONTINGENT FEES FORM

The prospective contractor represents as a part of such contractor’s proposal or qualification that such contractor *has ( ) or has not ( )* retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract.

##### REPRESENTATION REGARDING GRATUITIES

The Offeror, or Contractor represents that it has not violated, is not violating, and promises that it shall not violate the prohibition against gratuities set forth in Section 6-204 (Gratuities) of the Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations.

**ACKNOWLEDGEMENT OF AMENDMENTS**

I acknowledge all amendments, if any, to this solicitation.

Responses to questions shall be treated as amendments to the solicitation and shall require acknowledgment.

**PROSPECTIVE CONTRACTOR’S REPRESENTATION REGARDING CONTINGENT FEES**

The prospective Contractor represents as a part of such Contractor’s qualification that such Contractor ***has ( ) or has not ( )*** retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract.

**FEDERAL DEBARMENT CERTIFICATION:**

I hereby certify that Contractor is not on the list for federal debarment on [www.sam.gov](http://www.sam.gov) – System for Award Management.

**STATE OF MISSISSIPPI DEBARMENT CERTIFICATION:**

I hereby certify that Contractor is not on the list for debarment on [www.sos.ms.gov](http://www.sos.ms.gov) for doing business with the State of Mississippi or with any Mississippi State Agency.

**PARTNERSHIP DEBARMENT CERTIFICATION:**

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

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Title of Solicitation**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Offeror’s Name Date**

ATTACHMENT C

**CERTIFICATION OF INDEPENDENT PRICE DETERMINATION**

The bidder certifies that the prices submitted in response to the solicitation have been arrived at independently and without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to those prices, the intention to submit a bid, or the methods or factors used to calculate the prices bid.

**PROPRIETARY INFORMATION**

The enclosed proposal or qualification ***does ( ) or does not ( )*** contain trade secrets or other proprietary data which the Offeror wishes to remain confidential in accordance with Section 25-61-9 and 79-23-1 of the Mississippi Code.

If the enclosed proposal does include pages that the Offeror wishes to designate as proprietary, please list page numbers below.

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**Title of Solicitation**

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**Offeror’s Name Date**

***Note:*** *Please be sure to* ***check or******circle the applicable word or words*** *provided in Attachment B and C above. Failure to check the applicable word or words and to sign the form shall result in being rejected as nonresponsive.* ***Modifications or additions to any portion of this document may be cause for rejection of award.***

ATTACHMENT D

**REQUIRED CONFIRMATIONS: (failure to provide confirmation is disqualifying)**

 **Yes No**

[ ]  [ ]  Confirm understanding that OTSS will assign counterparts for each project lead who will serve as the day-to-day contact for all work for each corresponding section of work or key process area.

[ ]  [ ]  Confirm agreement that all vendor personnel assigned to this project will conform to MDE standards of conduct and all security/privacy policies and procedures.

[ ]  [ ]  Confirm agreement that vendor project managers will conform project management to MDE OTSS’s project management office process, including methodology, templates, reporting, meetings/check-ins, and project coordination.

[ ]  [ ]  Confirm agreement to bi-weekly check-ins between Project Director and MDE CIO.

[ ]  [ ]  Confirm agreement to escalate all conflicts and questions regarding project plans, timelines, deliverables, milestones and their acceptance to be resolved during bi-weekly check-ins between Project Director and MDE CIO.

[ ]  [ ]  Confirm agreement that all deliverables must be developed iteratively with OTSS, starting with scope and outlines, to avoid expending time/resources to produce deliverables that will not be accepted/approved for payment.

[ ]  [ ]  Confirm agreement that vendor project team will submit to periodic performance reviews – that include random sampling, inspections, reporting, and/or weekly status updates – by OTSS departmental leads as part of a larger oversight role of the day-to-day operations and management of the MSIS 2.0 Project.

[ ]  [ ]  Confirm agreement that OTSS will have complete access to all documentation, and staff during normal business hours (8:00am-5:00pm) as required to carry out their oversight role.

[ ]  [ ]  Confirm agreement that all documentation, maps, plans, designs and reports will be the property of the MDE. MDE intends to make all such artifacts publicly available (unless such artifacts contain information with privacy or security concerns) via the MDE website. MDE also intends to share artifacts as appropriate with other states through such platforms as the CCSSO CIO Portal, the Ed-Fi Alliance Github, or any similar platforms that emerge during the course of this project.

[ ]  [ ]  Confirm agreement that all produced documentation will be produced or adapted to being loaded into the CEDS Tools: Align and Connect, and Project Nessie.

[ ]  [ ]  Confirm agreement that MDE will have up to 30 days to accept each deliverable in writing – to allow time for review and correction as needed.

[ ]  [ ]  Confirm agreement that MDE will only compensate vendor for accepted deliverables.

[ ]  [ ]  Confirm agreement that MDE will make payment to the vendor within 45 days of acceptance.

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**Title of Solicitation**

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**Offeror’s Name Date**

ATTACHMENT E

**BUDGET SUMMARY FORM**

(Please complete Excel Workbook)

To obtain Attachment E, please see the MS Department of Education website, Public Notice, Request for Proposals:

<https://www.mdek12.org/PN/RFP>