

OFFICE OF CHIEF OF TECHNOLOGY AND DISTRICT TRANSFORMATION
Summary of State Board of Education Agenda Items
Consent Agenda
April 20, 2017

OFFICE OF TECHNOLOGY AND STRATEGIC SERVICES

R. Contract with Mississippi Interactive, to provide the Mississippi Department of Education Website redesign

Awarded Vendor: Mississippi Interactive
Jackson, MS

Scope of Project: Mississippi Interactive (MSI) will provide a new and redesigned website implemented through Drupal, the enterprise content management (CMS) system provided by MSI. MSI will provide training for Mississippi Department of Education (MDE) staff to maintain website content, images, document libraries and all other resources. MDE will host the redesigned website, giving MSI no access to the MDE server.

Personnel associated with this contract are not former Department employees or related to any Department employees.

Scope of Contract:

- Term of Contract: April 1, 2017 – June 30, 2017
- Total amount to be awarded: \$126,930
- Method of Award: Request for Proposal

Funding Source: State funds

Recommendation: Approval

Back-up material attached

**PROJECT NUMBER 43180
REQUEST FOR PROPOSAL # 3564
STATEMENT OF WORK: WEBSITE REDESIGN
BETWEEN
MISSISSIPPI INTERACTIVE, LLC
AND
MISSISSIPPI DEPARTMENT OF INFORMATION TECHNOLOGY SERVICES
AS CONTRACTING AGENT FOR
MISSISSIPPI DEPARTMENT OF EDUCATION**

This Statement of Work (hereinafter referred to as "SOW") is issued pursuant to the Professional Services Agreement ("Agreement") executed December 16, 2010 between Mississippi Interactive, LLC ("Contractor" and/or "MSI") and the Mississippi Department of Information Technology Services ("ITS") as contracting agent for the Mississippi Department of Finance and Administration ("DFA"). Pursuant to said Agreement, this SOW is made by and between Contractor, ITS and Mississippi Department of Education (hereinafter referred to as "Customer" or "MDE"). ITS and Customer are sometimes collectively referred to herein as "State". Unless otherwise indicated herein, capitalized terms used in this SOW without definition shall have the respective meanings specified in the Agreement and all section, schedule and attachment references in this SOW shall be to applicable sections, schedules and attachments of the Agreement.

This SOW shall be governed by and expressly incorporates the terms and conditions of the Agreement to the extent applicable. The parties, pursuant to the terms of the Agreement, hereby set forth the scope of work, cost, and other provisions under which Customer engages Contractor to provide the services specified herein.

1. Term: This SOW shall begin on the date it is signed by all parties (hereinafter referred to as "Effective Date"), and shall continue in effect until the expiration/termination of the Agreement unless this SOW is extended by mutual written agreement of the parties, or terminated as prescribed elsewhere herein. Notwithstanding the foregoing, this SOW shall not survive the termination or expiration of the Agreement. Termination of this SOW shall not operate to terminate any other SOW between the parties, and such termination shall not, by itself, operate to terminate the Agreement.

2. Scope of Work To Be Performed: Contractor will provide website redesign provided by MSI. Specifications for the site are attached to this SOW as Exhibit A.

3. Deliverables: The following are the deliverables to be provided by Contractor to Customer under this SOW:

- Functional Specifications
- Home Page and Sub Page Mockup
- Authoring Environment
- Final site delivery: MSI will develop the website within their own environment and provide MDE with a zip file that includes the complete Drupal 8 installation, content, and necessary SQL files to restore the complete site on another server hosted by MDE that includes a working version of PHP (version 5.6+), MySQL, and a web server (IIS, apache, nginx, etc.) of MDE's choice.

4. Acceptance Criteria: Per Article 4.1.2 of the Agreement, Customer shall have fifteen (15) working days to review each deliverable and to either notify Contractor of acceptance or to provide Contractor a detailed list of deficiencies that must be remedied prior to payment being made. In the event the Customer notifies the Contractor of material, non-compliance with applicable functional specifications, the Contractor shall correct the same within ten (10) working days unless the Customer consents in writing to a longer period of time.

MSI will provide a demonstration of the redesigned website prior to user acceptance testing (“UAT”). After UAT is completed and prior to launch, MSI will obtain a letter of acceptance from MDE stating the application was built to the outlined functional specifications.

After acceptance and prior to launch of the service, Contractor will provide the Customer, ITS, and if the project involves the payment of fees, DFA, with an Acceptance Letter describing that the service has been built to the Customer’s requirements. The Customer, ITS, and if applicable DFA are required to execute the letter as a condition to Contractor moving the service into production.

5. Compensation: The price located in the attached table is fixed and will be the total price for the development and launch of the site.

| Project Deliverables | | |
|---|-----------------------|---------------------|
| Task | Resource Type | Cost |
| Deliverables Include: | | |
| PM Site Audit/Functional Specification (50 hours @ \$130 an hour) | Project Manager | \$6,500 |
| Design Build (html/css) (130 hours @ \$85 an hour) | Web/Creative Designer | \$11,050 |
| Integration Services/System Testing (55 hours @ \$160 an hour) | Senior Site Architect | \$8,800 |
| Site Development (400 hours @ \$160 an hour) | Senior Site Architect | \$64,000 |
| Content Port & Customization (160 hours @ \$160 an hour) | Senior Site Architect | \$25,600 |
| CMS Training & Material Development (28 hours @ \$160 an hour) | Senior Site Architect | \$4,480 |
| Site Testing (50 hours @ \$130 an hour) | Project Manager | \$6,500 |
| Project Not-to-Exceed Total: | | \$126,930.00 |

The total not-to-exceed cost for this project is \$126,930.00 and will be invoiced and paid according to the following schedule:

- Delivery of Functional Specifications by MSI to Customer and approval by Customer – 10% of the Project Total;
- Delivery and presentation of three (3) distinct home page design mockups to Customer

for selection and approval. Customer will choose one design mockup and MSI will address any requested minor changes to include color, font, header and layout options prior to Customer's final design approval – 30% of the Project Total;

- Delivery of Authoring Environment – 30% of the Project Total; and
- Letter of Acceptance signed by Customer and Delivery of Final port and installation of the redesigned site into the Customer's hosted environment– 30% of the Project Total.

6. Personnel Assignment Guarantee:

6.1 The Project Manager assigned by Contractor to this SOW is: Tina Heitmann.

6.2 Contractor guarantees it will use its best efforts to ensure that the project manager assigned to this project will remain a part of the project through the first production application deployment as long as the project manager is employed by the Contractor and is not replaced by Contractor pursuant to the third paragraph of the Article titled "Employment Status" in the Agreement. Contractor further agrees that the project manager will function in the capacity for which their services were acquired through the user acceptance of the first production application deployment under this SOW, and any failure by Contractor to so provide this person shall entitle the State to terminate this SOW and/or the Agreement for cause. Contractor agrees to pay the Customer twenty-five percent (25%) of the Net Revenue for the first twelve (12) months of the application/project authorized herein if the project manager is removed from the project prior to the successful deployment of the application/project authorized herein for reasons other than departure from Contractor's employment or replacement by Contractor pursuant to the third paragraph of the Article titled "Employment Status" in the Agreement. Subject to the State's written approval, the Contractor may substitute qualified persons in the event of the separation of the project manager therein from employment with Contractor or for other compelling reasons that are acceptable to the State, and in such event, will be expected to use its best efforts to have the substitute personnel in place within thirty (30) calendar days of the employee's departure from the assigned role, or within such other mutually agreed upon period of time, or the Customer may, in its sole discretion, terminate this SOW and/or Agreement immediately without the necessity of providing thirty (30) days' notice. The replacement personnel shall have equal or greater ability, experience and qualifications than the departing personnel, and shall be subject to the prior written approval of the Customer, such approval not to be unreasonably withheld. The Contractor shall not permanently divert any staff member from meeting work schedules developed and approved under this SOW unless approved in writing by the Customer. In the event of Contractor personnel loss or redirection, the services performed by the Contractor shall be uninterrupted and the Contractor shall report in required status reports its efforts and progress in finding replacements and the effect of the absence of those personnel.

6.3 Notwithstanding anything contained in this SOW, the Agreement or RFP No. 3564 to the contrary, Contractor may reassign employees, without penalty, in the event that (a) Contractor believes in good faith that such a reassignment is favorable to the Customer, or (b) such reassignment is a result of disciplinary action toward the employee being removed, or (c) such reassignment is necessary in order for the Contractor to comply with the Family Medical Leave Act. In addition, nothing in this Article shall be construed to impose liability upon Contractor in the event an employee terminates its employment relationship with Contractor.

7. Responsibilities of Contractor: Contractor shall have the following responsibilities:

- (a) Provide technical support to Users of the Portal. Such support shall be directed to

answering User questions and resolving User problems related to screen and record formats, codes, abbreviations, billing policies, error messages, batch run problems and other concerns related to accessing public records or conducting transactions through the Portal.

(b) Provide and obtain the approval from Customer on all Customer screen display designs, internal and external design documents, requirement documents and application requirements prior to implementation and availability to Users and Monthly Account Holders.

(c) Take reasonable precautions to protect against unauthorized access or release of public records, confidential records or confidential information in the custody of Contractor or Customer, as set forth in the Agreement.

(d) Provide for payment of Regulatory Fees collected in accordance with the terms of the Agreement.

(e) Cooperate with Customer in facilitating transactions through the web Portal as provided by the mutual agreement of Customer and Contractor, including but not limited to, securing proper access from the appropriate authority for, and providing necessary security to, each type of transaction desired.

(f) Cooperate with Customer in assigning each application involving Customer a priority for development; assign each such application a priority for development in accordance with the Portal's procedures for setting and amending the priority of all Customer applications, subject to the Agreement; and work diligently to accomplish each such application in accordance with the relative priority among all Customer applications.

(g) Lead the process of determining service applications, if any, for which a Portal fee is appropriate in order to provide resources to develop, maintain, manage, operate and expand the web Portal; conduct market research regarding current and potential for-fee Customer transactions and public record applications if deemed appropriate by the Portal and work with Customer to develop recommendations regarding services for which a fee is appropriate and the appropriate fee to charge.

(h) Lead the process of determining service applications for which no Portal fee is appropriate in order to expand the amount and kind of free information available through the web Portal as Portal resources permit; conduct market research regarding current and potential non-fee Customer transactions and public record applications if deemed appropriate by the Portal and work with Customer to develop recommendations regarding services of benefit to individuals or businesses that may be offered free of charge.

8. Responsibilities of Customer: Customer shall have the following responsibilities:

(a) Oversee the timely and effective performance of this SOW from the perspective of the Customer, and assist Contractor in resolving constructively any problems thereunder and any new issues that arise in connection therewith.

(b) Where applicable, and as may be set forth in the mutually agreed upon project plan, the Customer authorizes Contractor to access data records maintained by the Customer solely in accordance with this SOW for the services provided hereunder. Access by Contractor

will be on an as needed basis for the purpose of providing access, facilitating transactions or offering other services to Users or Monthly Account Holders of the Portal as permitted by the Customer, the Agreement, and State law.

(c) Implement reasonable system and data security procedures to prevent unauthorized access and disclosure of data records. Such reasonable procedures may include user authentication policies, firewalls, and encryption of data records during transmission and storage.

(d) Provide reasonable levels of support to any Customer located or controlled central data or computer department or service, and to any division(s), in placing online with the Portal, the applications or services as mutually agreed between the Customer and Contractor with due regard to the workload and priorities of Contractor and the Customer, and with due regard to the desires and needs of Users and Monthly Account Holders of the Portal.

(e) Review and approve all screen display designs and applications prior to implementation by Contractor and prior to availability to Users and Monthly Account Holders. The Customer agrees to perform the review in a timely manner, in accordance with the Agreement, and to promptly offer feedback, if necessary, to Contractor.

(f) Direct any applicable data or computer department or service under Customer control or where Customer has data hosted, to perform as follows:

- i. When requested, help Contractor personnel in interpreting Customer data formats and provide a point of contact for such interpretation; provide advice on display screen designs when consulted; and cooperate with Contractor in placing onto the Portal, the Customer's applications or services as mutually agreed between the Customer and Contractor, with due regard to the workload and priorities of Contractor and the Customer, and with due regard to the desires and needs of Users, and Monthly Account Holders of the Portal. The Customer may also volunteer such assistance to Contractor at the Customer's initiative.
- ii. Provide computer access to Customer applications or services as permitted by the Customer by an acceptable method, such as electronic transmission, disk, email, or other acceptable means for the purpose of access via the Portal.
- iii. Provide reasonable response time for online electronic inquiry within the limitations of the Customer's resources. It is understood that the statewide area network and state mainframe are not under the control of the Customer.
- iv. Provide reasonable levels of problem determination support to help isolate problems when requested, and if the problem resides on the Customer's end of the system, provide reasonable fixes or repairs consistent with the Customer's operational priorities. Contractor will make all reasonable efforts to determine the source of the problem before contacting the Customer.
- v. Have final control and responsibility for security authorization (in cooperation with any Customer division(s) as directed by the Customer) in granting Contractor host access to its data. The Portal Users and Monthly Account Holders will not directly access the Customer's computer system.

(g) Direct the Customer's division(s), if any, to perform as follows:

- i. When requested, help Contractor personnel, and Portal Users and Monthly

Account Holders in interpreting the Customer's data records by answering questions related to laws, rules, regulations, policies and procedures administered by the Customer and provide a point of contact within the Customer for such interpretation.

- ii. Provide Contractor with advice on display screen designs when consulted and cooperate with Contractor in placing the Customer's applications or services onto the Portal as permitted by the Customer. The Customer may also volunteer such assistance to Contractor at the Customer's initiative.
- iii. Assist Contractor in determining the information necessary within Customer's special expertise, to comply with state law, rules and regulations pertaining to the recovery of costs for providing access to the Customer's applications or services, conducting transactions and obtaining related services, as necessary.
- iv. Cooperate with Contractor in the establishment of a reasonable fee for any access, transaction or other service for which a fee is appropriate.
- v. Cooperate with Contractor in recommending the establishment of additional fee or free services available through the Portal that are of benefit to State residents and businesses, from Customer.
- vi. Provide for payment, if applicable, in accordance with the terms of the Agreement and this SOW.

9. Customer Services or Support (Personnel Requirements): Mississippi Department of Education will provide policy/procedural support.

10. Project Change Control Process: The parties agree that any changes in the scope of this SOW will be processed as specified in Article 38 of the Agreement.

The parties understand and agree that the success of this project is not only contingent on the resources provided by Contractor, but also the resources provided by Customer. The milestone dates for each work stream included in this SOW are dependent on receiving input from Customer and Contractor resources in a timely manner. If these dates are missed by either Contractor or Customer for reasons other than Force Majeure Events, the parties will work together to adjust the project schedule and payment schedules accordingly.

11. Disputes: Any conflict between the parties shall be addressed utilizing the procedure specified in Article 22 of the Agreement.

12. Termination: Notwithstanding any other provision of this SOW to the contrary, this SOW may be terminated as follows: (a) upon the mutual, written agreement of the parties; (b) If either party fails to comply with the terms of this SOW, the non-defaulting party may terminate the SOW upon the giving of thirty (30) business days written notice unless the breach is cured within said thirty (30) business day period, or within such other period as may be agreed upon by the parties; (c) Customer may terminate the SOW without the assessment of any penalties upon thirty (30) business days written notice to Contractor if Contractor becomes the subject of bankruptcy, reorganization, liquidation or receivership proceedings, whether voluntary or involuntary, (d) Customer may terminate the SOW without the assessment of any penalties pursuant to Article 10 of the Agreement in the event funds are insufficient for the project; (e) after consultation with Customer, ITS and, if applicable, DFA, Contractor may, upon the giving of thirty (30) business days written notice terminate a particular service application if there is insufficient interest in such

application demonstrated by the Users of Monthly Account Holders; or (f) Contractor may, following the giving of thirty (30) business days written notice and opportunity to cure, terminate this SOW or a particular service if the Customer fails to maintain the applications with updated information available to the Portal in accordance with the schedule agreed upon by Contractor and the Customer and such failure to maintain was due to reasons other than Force Majeure Events.

13. Collections: With respect to Subscription Services, Contractor shall be responsible to use its reasonable efforts for the collection of payments in accordance with the terms of the Agreement or this SOW.

14. Liability for Content: Contractor is not responsible for the content of any information provided to them for purposes of fulfilling the obligations of this SOW, or for the transmission, accessing or reception of the information by third parties. The Customer acknowledges that Contractor exercises no control, censorship, or direction over the links the Customer may request to other non-Portal sites that may be made available on the Portal. Further, the Customer acknowledges that Contractor exercises no control, censorship, or direction over the content of the Customer's public records or text furnished by the Customer to the Portal.

15. Suspension or Termination of Access: It is understood and agreed that the Customer or Contractor, at Customer's direction, shall have the right to suspend or terminate any User's or Monthly Account Holder's access to Customer's records at any time, for any period and without prior notice, if the Customer or Contractor learns that unauthorized access to the Customer's records or to any information derived therefrom has occurred or may occur or if the Customer obtains knowledge that any Users or Monthly Account Holders are unlawfully using, selling or releasing the Customer's records or creating an unauthorized database from the Customer's records, without Customer permission. The User or Monthly Account Holder at issue will not be permitted any future access to Customer records, unless otherwise directed by Customer.

16. Complete Agreement: This SOW and the Agreement, to the extent applicable, along with the associated mutually agreed upon project plan, if any, constitute the complete understanding of the parties with respect to the obligations herein. No amendment, waiver or alteration of this SOW will be effective unless signed by an authorized officer of each of the parties to this SOW.

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

State of Mississippi, Department of Information Technology Services


By: 
Authorized Signature

Printed Name: Craig P. Orgeron, Ph.D.

Title: Executive Director

Date: 2/23/17

Mississippi Interactive, LLC

By: 
Authorized Signature

Printed Name: Dana Wilson

Title: General Manager

Date: 2/13/17

Mississippi Department of Finance and Administration

By: 
Authorized Signature

Printed Name: Becky Thompson

Title: Deputy Executive Director

Date: 2/21/17

Mississippi Department of Education

By: 
Authorized Signature

Printed Name: Cliff Triplett

Title: Director of Infrastructure

Date: 2/15/2017

Exhibit A

Agency: Mississippi Department of Education (MDE)

Agency Contact: Richard Scott

Agency Email: rscott@mdek12.org

Agency Address: P.O. Box 771, Jackson, MS 39205-0771

Agency Phone: 601.359.2756

MSI PM: Tina Heitmann

MSI PM Email: tina@msegov.com

MSI PM Phone: 601.206.0823

Application Name: Website Redesign

Desired Launch Date: July 2017

Application Development and Hosting Environment:

MDE will host the redesigned site on MDE hosted servers.

Scope of Work to be Performed:

To provide the Customer with a new and redesigned website implemented through Drupal, the enterprise content management (CMS) system provided by MSI. Customer will agree upon custom design and MSI will integrate the site into the Customer's CMS system. MSI will provide Customer with a zip (.zip file) of the CMS website. MSI will provide training for MDE staff to maintain website content, images, document libraries and all other resources. MDE will host the redesigned website, giving MSI no access to the MDE server.

Compensation:

Project Deliverables

| Task | Resource Type | Cost |
|---|-----------------------|----------|
| Deliverables Include: | | |
| PM Site Audit/Functional Specification (50 hours @ \$130 an hour) | Project Manager | \$6,500 |
| Design Build (html/css) (130 hours @ \$85 an hour) | Web/Creative Designer | \$11,050 |
| Integration Services/System Testing (55 hours @ \$160 an hour) | Senior Site Architect | \$8,800 |
| Site Development (400 hours @ \$160 an hour) | Senior Site Architect | \$64,000 |
| Content Port & Customization (160 hours @ \$160 an hour) | Senior Site Architect | \$25,600 |

| Task | Resource Type | Cost |
|--|-----------------------|---------------------|
| Deliverables Include: | | |
| CMS Training & Material Development (28 hours @ \$160 an hour) | Senior Site Architect | \$4,480 |
| Site Testing (50 hours @ \$130 an hour) | Project Manager | \$6,500 |
| | | |
| | | |
| | | |
| | | |
| | | |
| Project Not-to-Exceed Total: | | \$126,930.00 |

* Should the project require significantly less hours than estimated, the Customer’s invoices for the Deliverables as shown in the table above will be reduced based on actual hours worked.

The total not-to-exceed cost for this project is \$126,930.00 and will be invoiced and paid according to the following schedule:

- Delivery of Functional Specifications by MSI to Customer and approval by Customer – 10% of the Project Total;
- Delivery and presentation of three (3) distinct home page design mockups to Customer for selection and approval. Customer will choose one design mockup and MSI will address any requested minor changes to include color, font, header and layout options prior to Customer’s final design approval – 30% of the Project Total;
- Delivery of Authoring Environment – 30% of the Project Total; and
- Letter of Acceptance signed by Customer and Delivery of Final port and installation of the redesigned site into the Customer’s hosted environment– 30% of the Project Total.

Customer Services or Support (Personnel Requirements):

MSI will provide:

- Customer Support
- Maintenance support 30 working days of post launch site support

MDE will provide:

- Policy/procedural support
- Additional data or resources needed by MSI to implement any needed updates for website features
- Images, data, or graphic files for use in website for agency branding and icons.