

**OFFICE OF CHILD NUTRITION AND HEALTHY SCHOOLS**  
**Summary of State Board of Education Agenda Items**  
**Consent Agenda**  
**May 21, 2015**

**OFFICE OF CHILD NUTRITION**

- C. Approval to renew contract with Ciber, Inc., to provide developers for modifications and enhancements to a web-based payment and contract system.

Awarded Vendor: Ciber, Inc.  
Denver, CO

Scope of Project: Ciber will provide two developers for the maintenance, development, implementation of enhancements and expansions to the Child Nutrition Payment and Contract System. Contractors will work with a project director who will provide direction and oversight of tasks. Services are to include:

- Development and implementation of design specifications and business rules into a Microsoft.NET web based user interface with Microsoft SQL Server database;
- Development of additional reporting capabilities;
- Continuing database and system maintenance;
- Additional development of a module to track monitoring and reviews of programs;
- Updates of system to newer code for increased system security

Renewal of contract for year three will be determined annually and shall be contingent upon the successful completion of the preceding year's contract and the availability of funds. Personnel associated with this contract are not former Department employees or related to any Department employee.

Scope of Contract:

- Term of Contract Renewal: May 22, 2015 – May 1, 2016
- Cost of Current Contract: \$ 282,880
- Renewal Increase: \$ 206,758
- Total Cost of Contract Renewal: \$ 489,638
- Method of Award: ITS Procurement

Funding Source: Federal funds

Recommendation: Approval

Back-up material attached

**PROJECT NUMBER 41987  
AMENDMENT # 1 TO  
PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
CIBER, INC.  
AND  
MISSISSIPPI DEPARTMENT OF TECHNOLOGY SERVICES  
AS CONTRACTING AGENT FOR THE  
MISSISSIPPI DEPARTMENT OF EDUCATION  
(ORIGINAL PROJECT NUMBER 40392)**

This document (hereinafter referred to as "Amendment Number 1") shall serve to amend the original Professional Services Agreement executed on April 28, 2014 (hereinafter referred to as "Agreement"), between Ciber, Inc., a Delaware corporation having its principal place of business at 6363 South Fiddler's Green Circle, Suite 1400, Greenwood Village, Colorado 80111 (hereinafter referred to as "Contractor"), and the Mississippi Department of Information Technology Services having its principal place of business at 3771 Eastwood Drive, Jackson, Mississippi 39211 (hereinafter referred to as "ITS"), as contracting agent for the Mississippi Department of Education located at 359 North West Street, Suite 152, Jackson, Mississippi 39205 (hereinafter referred to as "Customer"). ITS and Customer are sometimes collectively referred to herein as "State".

**NOW THEREFORE**, ITS, Customer, and Contractor, by entering into this Amendment Number 1, mutually agree that the following provisions shall modify the aforementioned Agreement:

1) Article 1.1 under "Period of Performance" shall be and hereby is amended so as to renew the Agreement for a period of one (1) year beginning May 1, 2015, and continuing through the close of business on April 30, 2016.

2) Article 3.1 "Consideration and Method of Payment", shall be and hereby is amended so as to add the following: "As consideration for the performance of this Amendment Number 1, Customer shall pay Contractor \$70.04 per hour for the actual number of hours worked, not to exceed an additional 2,080 hours for Ganesh Nagalingam for the entire renewal term and 872 hours for Prathivind Bejgum beginning May 1, 2015 through September 30, 2015. It is understood by the parties that travel, subsistence and any related project expenses are included in this hourly rate. No additional costs will be added to the monthly invoices for such expenses. It is expressly understood and agreed that in no event will the total compensation to be paid pursuant to this Amendment Number 1 exceed the specified sum of \$206,758.08."

3) The seventh and eighth sentences of Article 3.2, "Consideration and Method of Payment" shall be and hereby are deleted in their entirety and replaced with the following: "Payments by state agencies using Mississippi's Accountability System for Government Information and Collaboration (MAGIC) shall be made and remittance information provided electronically as directed by the State. The payments by these agencies shall be deposited into the bank account of the Contractor's choice."

4) The third sentence of Article 18 shall be and hereby is deleted and replaced with the following: "The Customer's address for notice is: Ms. Ellen Davis Burnham, Planning and

Organizational Effectiveness, Mississippi Department of Education, 359 North West Street, Suite 152, Jackson, Mississippi 39205.”

All other terms and conditions of the Agreement executed on April 28, 2014, shall remain unchanged and in full force and effect.

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

**Ciber, Inc.**

By: \_\_\_\_\_  
Authorized Signature

By: \_\_\_\_\_  
Authorized Signature

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

Printed Name: \_\_\_\_\_

Title: Executive Director

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_