

OFFICE OF CHIEF OPERATIONS OFFICER
Summary of State Board of Education Agenda Items
Consent Agenda
June 16, 2016

OFFICE OF CHILD NUTRITION

- I. Renew contract with Ciber, Inc., to provide developers for modifications and enhancements to a web-based payment and contract system.

Awarded Vendor: Ciber, Inc.
Greenwood Village, CO

Scope of Project: Ciber will provide one developer for the maintenance, development, and implementation of enhancements to the Child Nutrition Payment and Contract System referred to as OCeaN. Contractors will work with the MDE project director who will provide direction and oversight of tasks. Contractor will provide database and system maintenance.

This is a one year renewal and no additional renewals are planned. Personnel associated with this contract are not former Department employees or related to any Department employee.

Scope of Contract:

- Term of Contract Renewal: August 1, 2016 – July 30, 2017
- Cost of Current Contract: \$ 206,758
- Renewal Increase: \$ 150,072
- Total Cost of Contract Renewal: \$ 639,710
- Method of Award: ITS Procurement

Funding Source: Federal funds

Recommendation: Approval

Back-up material attached

**PROJECT NUMBER 42767
AMENDMENT # 3 TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
CIBER, INC.
AND
MISSISSIPPI DEPARTMENT OF INFORMATION TECHNOLOGY SERVICES
AS CONTRACTING AGENT FOR THE
MISSISSIPPI DEPARTMENT OF EDUCATION
(ORIGINAL PROJECT NUMBER 40392)**

This document (hereinafter referred to as "Amendment Number 3") shall serve to amend the original Professional Services Agreement executed on April 28, 2014 and amended on April 29, 2015, and April 29, 2016 (hereinafter referred to as "Agreement"), between Ciber, Inc., a Delaware corporation having its principal place of business at 6312 South Fiddler's Green Circle, Suite 600 East, 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 South Pointe Business Park, 500 Clinton Center Drive, Clinton, Mississippi 39056 (hereinafter referred to as "Customer").

NOW THEREFORE, ITS, Customer, and Contractor, by entering into this Amendment Number 3, 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 one (1) additional year beginning August 1, 2016, and continuing through the close of business on July 31, 2017.
- 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 3, Customer shall pay Contractor \$72.15 per hour for the actual number of hours worked, not to exceed an additional 2,080 hours during this renewal term. 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 3, exceed the specified sum of \$150,072.00."
- 3) The third sentence of Article 18 "Notice" shall be and hereby is revised to read: "The Customer's address for notice is: Ms. Debra Hines, Mississippi Department of Education, Bureau Director, South Pointe Business Park, 500 Clinton Center Drive, Clinton, Mississippi 39056."
- 4) Article 25 "Confidential Information" shall be and hereby is amended by adding the following: "25.3 The parties understand and agree that pursuant to §25-61-9(7) of the Mississippi Code of 1972, as amended, the contract provisions specifying the commodities purchased or the services provided; the price to be paid; and the term of this Original Contract shall not be deemed confidential information."

5) The last sentence of Article 36 "Transparency", shall be and hereby is deleted in its entirety and replaced with the following: "Prior to ITS posting the Agreement and any subsequent amendments and change orders to the website, any attached exhibits which contain trade secrets or other proprietary information and are labeled as "confidential" will be redacted by ITS. Notwithstanding the preceding, however, it is understood and agreed that pursuant to §25-61-9(7) of the Mississippi Code of 1972, as amended, the contract provisions specifying the commodities purchased or the services provided; the price to be paid; and the term of this Agreement shall not be deemed a trade secret or confidential commercial or financial information and shall thus not be redacted."

All other terms and conditions of the Agreement executed on April 28, 2014 and amended on April 29, 2015, and April 29, 2016, 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: _____