

LOC Questions and Clarifications Memorandum

To: Solicited Vendors for Letter of Configuration (LOC) Number 39580, dated September 4, 2012, for the Mississippi Department of Education, Office of Child Nutrition (MDE, OCN)

From: Craig P. Orgeron, Ph.D.

Date: September 18, 2012

Subject: Responses to Questions Submitted and Clarifications to Specifications

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The following questions were submitted to ITS and are being presented as they were submitted, except to remove any reference to a specific vendor. This information should assist you in formulating your response.

Question 1: It caught my eyes that the actual work will not start until the beginning of next year. Is there any specific reason for that? I only ask that because it'd be difficult for us to hold on to a consultant for that long.

Response: **The contract with the current vendor does not expire until December 31, 2012.**

Question 2: Is there an incumbent?

Response: **Yes; CCH Consulting, Inc. is the contractor currently providing the services referenced in the LOC.**

Question 3: Is this a new project or a continuation of an existing project?

Response: **This is support of a currently implemented system.**

Question 4: If this is a continuation of an existing project, are the incumbents being considered?

Response: Yes; any Vendor that currently has a valid proposal on file at ITS in response to General RFP #3671 for Consulting Services may respond to this LOC.

Question 5: Can interviews for this position be conducted via telephone or Skype for non-local candidates?

Response: If required, onsite interviews will be conducted at the MDE, OCN office, not via telephone or Skype. Phone interviews are anticipated to occur before any onsite interviews. Please refer to Items 6.13 through 6.15 of the LOC.

Question 6: Is this renewal for existing contractor/incumbent in place @ MDE, OCN, or is this a complete new position? Why is the position open?

Response: Please see responses to Questions 1 and 2.

Question 7: In case a consultant has left this position does the company providing the consultant gets any kind of preference over other vendors?

Response: Preference will not be given to any Vendor responding to this LOC.

Question 8: The start date for the project is listed as 01/01/2013. What are the realistic interview date and the selection date of the candidate?

Response: Proposal evaluations and interviews are currently scheduled to take place from September 25, 2012, through October 16, 2012. The Notification of Award is scheduled to be posted by October 23, 2012. MDE and ITS anticipate meeting these deadlines.

Question 9: How does the state expect for any consultant to be available almost 3 months into the future after submittal?

Response: Vendors should propose candidates who are available to begin work on January 1, 2013.

Question 10: Can you please describe your existing hardware & software environment in detail where the proposed consultant will be working? Would this be a web based project?

Response: The operating environment is on VMWARE guest servers with Windows OS (Server 2003/2008 R2) installed. The DBMS is SQL server 2005/2008 R2. The tools used to manage/update the application include Visual Studio 2010 and SQL Enterprise Manager. The application is a web based application on IIS 7 with ports 80 (landing page) and 443 (Authentication modules) open to the Internet.

Question 11: Does the PM need to have hands on experience (coding exp) with all the technologies described in 5.2.1 - 5.2.8? Or would it suffice if they have just worked within that environment leading others but have NOT done any programming themselves?

Response: **Yes; the candidate must have verifiable working experience in the areas listed in Items 5.2.1 through 5.2.8.**

Question 12: Does the consultant need to have any certifications such as PMP, etc.? Would that be a plus?

Response: **No certifications are required for this position.**

Question 13: Are you requiring more of a Project Manager or more of a Lead .net Developer? What percentage of the work done by the consultant would be as a) Lead .net Developer; b) Project Manager?

Response: **MDE is requiring a project manager with some lead .NET developer functions. Percentage will vary during the project.**

Question 14: What kind of apps (Name) would this consultant be working on?

Response: **The consultant will be working on OCeaN, an application developed in-house.**

Question 15: What percentage of the work will be new development and what percentage will be maintaining existing applications?

Response: **The percentages will be determined by the number and scope of regulation changes from USDA that require changes to the current system.**

Question 16: What size team will the PM be leading and what size budget will be at their disposal?

Response: **The candidate will lead 2 developers. A budget size has not been determined.**

Question 17: Is there a rate ceiling already established for this position?

Response: **A budget range has not been established for this engagement. However, all State Agency budgets are considered public record and may be viewed at www.dfa.state.ms.us.**

Question 18: What are the chances of extensions beyond Dec 30 2013?

Response: The State reserves the right to extend the contract for additional term(s). Please refer to Item 7.1 in the LOC and Article 1.1 in the Standard Professional Services Agreement.

Question 19: Would a Face to Face interview be required for this position?

Response: An on-site interview may be required for this position. Please refer to LOC Item 7.12.

Question 20: Would there be any kind of remote option allowed for this position e.g., someone works in Jackson, MS for a week and then works from home for a week etc...?

Response: Work is expected to be primarily completed on site. As needed, a small amount of off-site work may be authorized by MDE.

Question 21: 7.2 section states: "Individual will be required to work on-site at OCN, located at 500 Greymont Avenue, Suite F, Jackson, Mississippi 39202, an average of 40 hours per week during normal business hours (Monday – Friday, 8:00 a.m. – 5:00 p.m.) under the direction of Bobby Massey."

6.2 section states: "Vendor must propose a fully-loaded hourly rate, including travel, to do all work on-site at OCN and/or MDE (Central High School location) in Jackson, Mississippi."

Question: Please explain where the Project Manager will work? Will this be onsite at OCN or onsite at MDE? If both, please define/quantify how much time each week at each location?

Response: The Project Manager will work primarily at the MDE Central High School site. Some work, such as discussion of regulations, training, and demonstrations, will be at the Child Nutrition site. The percentage will vary during the project. The PM will be provided adequate work space at both locations. Sites are located in close proximity; travel will be minimal.

Question 22: 7.4 section states: Awarded individual will be allowed to work remotely when deemed appropriate by the State. All work completed remotely must be pre-approved by MDE, OCN. Some of the tasks required under this agreement, such as training, must be performed on-site at the MDE, OCN office located at 500 Greymont Avenue, Suite F, Jackson, Mississippi 39201."

Question: Does this mean the Project Manager, if needing to work remotely, must get written approval by OCN Director & MDE MIS Director, for every occurrence or time frame?

Response: Please see response to Question 20.

Question 23: Please define quantity/type of hours of training? If training is required at MDE, as stated in above question, what type of training is to be performed at MDE/MIS? Is this technical training? If training is required at OCN, as stated above in question, what type of training is to be performed if this system has been in production for 10 years? Do existing functional managers train their existing and new employees on the system? Is this training alone for new features/enhancements? Is this training only referring to the PMBOK's guide "Develop Project Team", by providing training to the development team and not functional users?

Response: **Training will be primarily on new functions and enhancements. The position may provide infrequent training to MDE staff. MDE staff training is normally performed by MDE managers.**

Question 24: Will the balance of project team (developers) allocated to OCeaN project, report to OCN with PM or work at MDE?

Response: **Developers will work at MDE.**

Question 25: 6.18 Item of the "Professional Services Agreement", states: "A properly executed contract is a requirement of this LOC. After an award has been made, it will be necessary for the awarded Vendor to execute a contract with ITS. A *Standard Professional Services Agreement* (Attachment C) has been attached for your review. The inclusion of this contract does not preclude ITS from, at its sole discretion, negotiating additional terms and conditions with the selected Vendor(s) specific to the projects covered by this LOC. If Vendor can not comply with any term or condition of this Standard Contract, Vendor must list and explain each specific exception on the *Proposal Exception Summary Form* (Attachment B) explained in Item 8 and attached to this LOC. If the awarded Vendor has a Master Agreement with ITS, it may not be necessary to negotiate a separate contract."

Question: Please explain the text or a case where the text "The inclusion of this contract does not preclude ITS from, at its sole discretion, negotiating additional terms and conditions with the selected Vendor(s) specific to the projects covered by this LOC.", is applicable.

Response: **An example would be if a Vendor raised points in their proposal that the State believes are pertinent and wants to include them in the contract, or the parties during contract negotiations develop additional contract terms that they mutually agree to include in the contract.**

Question 26: Article 36 states: "Contractor guarantees that the personnel assigned to this project will remain a part of the project throughout the duration of the Agreement as long as the personnel are employed by the Contractor and are not replaced by Contractor pursuant to the third paragraph of the Article herein titled

“Employment Status”. Contractor further agrees that the assigned personnel will function in the capacity for which their services were acquired throughout the life of the Agreement, and any failure by Contractor to so provide these persons shall entitle the State to terminate this Agreement for cause. Contractor agrees to pay the Customer fifty percent (50%) of the total contract amount if any of the assigned personnel is removed from the project prior to the ending date of the contract for reasons other than departure from Contractor’s employment or replacement by Contractor pursuant to the third paragraph of the Article herein titled “Employment Status”. Subject to the State’s written approval, the Contractor may substitute qualified persons in the event of the separation of the incumbents therein from employment with Contractor or for other compelling reasons that are acceptable to the State, and in such event, will be expected to assign additional staff to provide technical support to Customer within thirty calendar days or within such other mutually agreed upon period of time, or the Customer may, in its sole discretion, terminate this 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. The Contractor shall not permanently divert any staff member from meeting work schedules developed and approved under this Agreement 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."

Question: Please provide a case where the 50 % payment of the total contract amount to the Customer would apply? Does the vendor get the payment for the total contract amount up front, then pay the Customer the 50 % if this case arises? Or, if the Vendor performs then entire calendar year, until November 1st, for example, but Contract ends December 31, does the Vendor still pay 50 %, even if the majority of the year has past or is it pro-rated? If this Contractor needs to replace the assigned personnel, for what reasons would the States not provide approval, when/if Contractor's routinely substitute qualified persons?

Response: (a) A case where the 50% liquidated damages could apply would be where the Vendor removed the project manager without MDE's approval and assigned that person to another job for someone else. (b) The Vendor is not paid up front. The Vendor will be paid by the hour and will submit monthly invoices. Should an Article 36 situation arise, the Vendor would pay the 50% liquidated damages if MDE elected to pursue it. (c) The contract language as presently written does not mention the 50% being pro-rated. (d) Article 36 already addresses this.

LOC responses are due September 25, 2012, at 3:00 p.m. (Central Time).

If you have any questions concerning the information above or if we can be of further assistance, please contact Teresa Washington at 601-432-8049 or via email at teresa.washington@its.ms.gov.

cc: ITS Project File Number 39580