

STATE BOARD FOR COMMUNITY AND JUNIOR COLLEGES  
3825 Ridgewood Road  
Jackson, MS 39211

**RFP No: 201001**

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INVITATION: Sealed proposals, subject to the attached conditions, will be received at this office until **March 24, 2010 @ 3:00 p.m.** Central Time for the acquisition of the products/services described below for State Board for Community and Junior Colleges (SBCJC). SBCJC is sometimes referred to herein as “State” and “Customer”.

*SBCJC is seeking a Vendor with advanced skills in building customized modules on the Microsoft Office SharePoint platform for the use of conducting surveys, collaborating on strategic planning initiatives, and meeting business intelligence needs for Institutional Effectiveness personnel at four Mississippi Community and Junior Colleges.*

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**The Vendor must submit proposals and direct inquiries to:**

Phil Cumberland, CPPB  
Technical Specialist Purchasing  
State Board for Community and Junior Colleges  
3825 Ridgewood Rd Suite 519  
Jackson, MS 39211  
Ph. (601) 432-6739  
Fax (601) 432-6365  
pcumberland@mscjc.edu

To prevent opening by unauthorized individuals, all copies of the proposal must be sealed in the package. The following must be clearly typed on a label affixed to the package in a clearly visible location:

PROPOSAL, SUBMITTED IN RESPONSE TO  
RFP NO. 201001 due March 24, 2010 @ 3:00 p.m.,  
ATTENTION: Phil Cumberland

## **SBCJC RFP Response Checklist**

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RFP Response Checklist: These items should be included in your response to RFP 201001.

- \_\_\_\_\_ 1) One clearly marked original response and five (5) identical copy/copies of the complete proposal with accompanying electronic copy in Adobe Acrobat latest version. Label the front and spine of the three-ring loose-leaf binder with the Vendor name and RFP number. Include the items listed below inside the binder. Please DO NOT include a copy of the RFP in the binder.
- \_\_\_\_\_ 2) *Submission Cover Sheet*, signed and dated. (Section I)
- \_\_\_\_\_ 3) *Proposal Bond*, (Section I)
- \_\_\_\_\_ 4) *Proposal Exception Summary*, if applicable (Section V)
- \_\_\_\_\_ 5) Vendor response to *RFP Questionnaire* (Section VI)
- \_\_\_\_\_ 6) Point-by-point response to *Technical Specifications* (Section VII)
- \_\_\_\_\_ 7) Vendor response to *Cost Information Submission* (Section VIII)
- \_\_\_\_\_ 8) *References* (Section IX)
- \_\_\_\_\_ 9) Experience Information and Reference Workbook – Business Analyst (Exhibit B)
- \_\_\_\_\_ 10) Experience Information and Reference Workbook – Technical Positions (Exhibit C)

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**SECTION I**  
**SUBMISSION COVER SHEET & CONFIGURATION SUMMARY**

Provide the following information regarding the person responsible for the completion of your proposal. This person should also be the person the State Board for Community and Junior Colleges, (SBCJC), should contact for questions and/or clarifications.

Name	_____	Phone #	_____
Address	_____	Fax #	_____
	_____	E-mail	_____

Subject to acceptance by SBCJC the Vendor acknowledges that by submitting a proposal AND signing in the space indicated below, the Vendor is contractually obligated to comply with all items in this Request for Proposal (RFP), including the Standard Contract in Exhibit A if included herein, except those listed as exceptions on the Proposal Exception Summary Form. If no *Proposal Exception Summary Form* is included, the Vendor is indicating that he takes no exceptions. This acknowledgement also contractually obligates any and all subcontractors that may be proposed. Vendors who sign below may not later take exception to any point during contract negotiations. The Vendor further certifies that the company represented here is an authorized dealer in good standing of the products/services included in this proposal.

\_\_\_\_\_/\_\_\_\_\_  
**Original Signature** of Officer in Bind of Company/Date

Name (typed or printed) \_\_\_\_\_  
Title \_\_\_\_\_  
Company name \_\_\_\_\_  
Physical address \_\_\_\_\_  
State of Incorporation \_\_\_\_\_

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**CONFIGURATION SUMMARY**

The Vendor must provide a summary of the main components of products/services offered in this proposal using 100 words or less.

## **PROPOSAL BONDS**

Please refer to Item No. 35, "Proposal Bond" in Section IV to determine if a Proposal Bond is required for this procurement. Please attach the bond here.

## SECTION II PROPOSAL SUBMISSION REQUIREMENTS

The objective of the Proposal Submission Requirements section is to provide Vendors with the information required to submit a response to this Request for Proposal (RFP). A Vendor who has responded to previous RFPs issued by SBCJC should not assume that the requirements are the same, as changes may have been made.

1. Failure to follow any instruction within this RFP may, at the SBCJC's sole discretion, result in the disqualification of the Vendor's proposal.
2. The SBCJC has no obligation to locate or acknowledge any information in the Vendor's proposal that is not presented under the appropriate outline according to these instructions and in the proper location.
3. The Vendor's proposal must be received, in writing, by the office of the SBCJC by the date and time specified. The SBCJC is not responsible for any delays in delivery or expenses for the development or delivery of proposals. Any proposal received after proposal opening time will be returned unopened.
4. Proposals or alterations by fax, e-mail, or phone will not be accepted.
5. Original signatures are required on one copy of the Submission Cover Sheet and Configuration Summary, and the Vendor's original submission must be clearly identified as the original. The Vendor's original proposal must include the Proposal Bond.
6. SBCJC reserves the right to reject any proposals, including those with exceptions, prior to and at any time during negotiations.
7. SBCJC reserves the right to waive any defect or irregularity in any proposal procedure.
8. The Vendor may intersperse their response following each RFP specification but must not otherwise alter or rekey any of the original text of this RFP. If the SBCJC determines that the Vendor has altered any language in the original RFP, the SBCJC may, in its sole discretion, disqualify the Vendor from further consideration. The RFP issued by SBCJC is the official version and will supersede any conflicting RFP language submitted by the Vendor.

The Vendor must conform to the following standards in the preparation of the Vendor's proposal:

- 8.1 The Vendor is required to submit one clearly marked original response and five (5) identical copy/copies of the complete proposal, including all sections and exhibits, in three-ring binders.
- 8.2 To prevent opening by unauthorized individuals, all copies of the proposal must be sealed in the package. A label containing the information on the RFP cover page must be clearly typed and affixed to the package in a clearly visible location.

- 8.3 Number each page of the proposal.
  - 8.4 Respond to the sections and exhibits in the same order as this RFP.
  - 8.5 Label and tab the responses to each section and exhibit, using the corresponding headings from the RFP.
  - 8.6 If the Vendor does not agree with any item in any section, then the Vendor must list the item on the *Proposal Exception Summary Form*. (See Section V for additional instructions regarding Vendor exceptions.)
  - 8.7 Occasionally, an outline point in an attachment requests information which is not applicable to the products/services proposed. If the Vendor is certain the point does not apply to the given RFP, the Vendor should respond with “NOT APPLICABLE.”
  - 8.8 Where an outline point asks a question or requests information, the Vendor must respond with the specific answer or information requested.
  - 8.9 When an outline point/attachment is a statement provided for the Vendor’s information only, the Vendor need only read that point. The Vendor acknowledges having read and accepting, or taking exception to, all sections by signing the *Submission Cover Sheet* and providing a *Proposal Exception Summary Form*.
  - 8.10 Where a minimum requirement has been identified, respond by stating the item (e.g., device name/model number, guaranteed response time) proposed and how it will meet the specifications.
  - 8.11 The Vendor must fully respond to each requirement within the *Technical Specifications* by fully describing the manner and degree by which the proposal meets or exceeds said requirements.
9. It is the responsibility of the Vendor to clearly identify all costs associated with any item or series of items in this RFP. The Vendor must include and complete all parts of the cost proposal in a clear and accurate manner. **Omissions, errors, misrepresentations, or inadequate details in the Vendor’s cost proposal may be grounds for rejection of the Vendor’s proposal. Costs that are not clearly identified will be borne by the Vendor.** The Vendor must complete the *Cost Information Submission* in this RFP, which outlines the minimum requirements for providing cost information. The Vendor should supply supporting details as described in the *Cost Information Submission*.
  10. The SBCJC reserves the right to request additional information or clarification of a Vendor’s proposal. The Vendor’s cooperation during the evaluation process in providing SBCJC staff with adequate responses to requests for clarification will be considered a factor in the evaluation of the Vendor’s overall responsiveness. Lack of such cooperation or failure to provide the information in the manner required may, at the SBCJC’s discretion, result in the disqualification of the Vendor’s proposal.

11. Unsolicited clarifications and updates submitted after the deadline for proposals will be accepted or rejected at the sole discretion of SBCJC.
12. Unsolicited clarifications in the evaluation and selection of lowest and best proposal will be considered only if all the following conditions are met:
  - 12.1 A clarification to a proposal that includes a newly announced product line or service with equal or additional capability to be provided at or less than the proposed price will be considered.
  - 12.2 Information provided must be in effect nationally and have been formally and publicly announced through a news medium that the Vendor normally uses to convey customer information.
  - 12.3 Clarifications must be received early enough in the evaluation process to allow adequate time for re-evaluation.
  - 12.4 The Vendor must follow procedures outlined herein for submitting updates and clarifications.
  - 12.5 The Vendor must submit a statement outlining the circumstances for the clarification.
  - 12.6 The Vendor must submit one clearly marked original and five (5) copies of the clarification.
  - 12.7 The Vendor must be specific about which part of the original proposal is being changed by the clarification (i.e., must include exact RFP reference to section and outline point).
13. **Communications with State**

From the issue date of this RFP until a Vendor is selected and the selection is announced, responding Vendors or their representatives may not communicate, either orally or in writing regarding this RFP with any statewide elected official, state officer or employee, member of the legislature or legislative employee except as noted herein. To ensure equal treatment for each responding Vendor, all questions regarding this RFP must be submitted in writing to the SBCJC's contact person for the selection process, and not later than the last date for accepting responding Vendor questions provided in this RFP. All such questions will be answered officially by the SBCJC in writing. All such questions and answers will become addenda to this RFP, and they will be posted to the SBCJC web site <http://www.mscjc.edu/pdfs/fn/amendments.pdf>. Vendors failing to comply with this requirement will be subject to disqualification.

  - 13.1 The SBCJC contact person for the selection process is: Phil Cumberland, Technical Specialist Purchasing, 3825 Ridgewood Road, Suite 519, Jackson, MS 39211, 601-432-6739, pcumberland@mscjc.edu.

- 13.2 Vendor may consult with SBCJC representatives as designated by the SBCJC contact person identified in 13.1 above in response to SBCJC-initiated inquiries. Vendor may consult with SBCJC representatives during scheduled oral presentations and demonstrations.

## SECTION III VENDOR INFORMATION

The objective of the Vendor Information section of this RFP is to provide Vendors with information required to respond to the RFP successfully.

1. **Interchangeable Designations**

The terms “Vendor” and “Contractor” are referenced throughout this RFP. Generally, references to the “Vendor” are used in conjunction with the proposing organization and procurement process leading up to the final RFP selection and award. The term “Contractor” denotes the role assumed, post-award, by the winning Vendor. Additionally, the term “SBCJC” or “Agency” may be used interchangeably throughout this RFP to denote the State Board for Community and Junior Colleges.

2. **Vendor’s Responsibility to Examine RFP**

Vendors must examine all documents, forms, specifications, standard provisions, and instructions.

3. **Proposal as Property of State**

All written proposal material becomes the property of the State of Mississippi.

4. **Written Amendment to RFP**

Any interpretation of SBCJC RFP will be made by written amendment only. The SBCJC will not be responsible for any other explanation of this RFP. A copy of any amendment will be posted on the SBCJC website, together with the associated RFP specification. Vendors are required to check the agency’s website periodically for RFP amendments before the proposal opening date at: <http://www.msccjc.edu/pdfs/fn/amendments.pdf>.

Any and all amendments will be posted no later than noon, four days prior to the proposal opening date listed on the cover page of this RFP. Should you be unable to access the SBCJC website, you may contact the agency technical specialist listed on page one of this RFP and request a copy.

5. **Oral Communications Not Binding**

Only transactions which are in writing from the SBCJC may be considered official. No negotiations, decisions, or actions shall be executed by any Vendor as a result of any discussions with any SBCJC employee.

6. **Vendor’s Responsibility for Delivery**

Vendors must ensure, through reasonable and sufficient follow-up, proper compliance with, and fulfillment of all schedules and deliverables specified within the body of this RFP. The SBCJC will not be responsible for the failure of any delivery medium for submission of information to or from the Vendor, including but not limited to, public and private carriers, U.S. mail, Internet Service Providers, facsimile, or e-mail.

7. **Evaluation Criteria**

The SBCJC's intent in issuing this RFP is to award a contract to the lowest and best responsive Vendor who meets specifications, considering price and other factors. The Vendor's past performance, cooperation, and ability to provide service and training are general factors that will be weighed in the selection process. More specific information concerning evaluation criteria is presented in *Technical Specifications*.

8. **Multiple Awards**

The SBCJC reserves the right to make multiple awards.

9. **Right to Award in Whole or Part**

The SBCJC reserves the right to approve an award by individual items or in total, whichever is deemed to be in the best interest of the State of Mississippi.

10. **Right to Use Proposals in Future Projects**

The SBCJC reserves the right to evaluate the awarded proposal from this RFP, including all products and services proposed therein, along with the resulting contractual terms, for possible use in future projects if (a) it is deemed to be in the best interest of the State of Mississippi to do so; and (b) the Vendor is willing to extend a cost less than or equal to that specified in the awarded proposal and resulting contract. A decision concerning the utilization of a Vendor's proposal for future projects is solely at the discretion of the SBCJC and requires the agreement of the proposing Vendor. The SBCJC decision to reuse an awarded proposal will be based upon such criteria as: (1) the customer's business requirements; (2) elapsed time since the award of the original project; and/or (3) research on changes in the Vendor, market, and technical environments since the initial award.

11. **Price Changes During Award or Renewal Period**

A price increase will not be accepted during the award period or the renewal period, unless stipulated in the contract. However, the SBCJC will always take advantage of price decreases.

12. **Right to Request Information**

The SBCJC reserves the right to request information relative to a Vendor's references and financial status and to visit a Vendor's facilities during normal working hours. The SBCJC also reserves the right to request a current financial statement, prepared and certified by an independent auditing firm, and reserves the right to require that Vendors document their financial ability to provide the products and services proposed up to the total dollar amount of the Vendor's cost proposal. The SBCJC reserves the right to request information about the Vendor from any previous customer of the Vendor of whom the agency is aware, even if that customer is not included in the Vendor's list of references.

13. **Vendor Personnel**

For RFPs including professional services specifications, the Vendor will be required to provide and/or certify the following for each individual included in the Vendor's proposal:

- 13.1 A direct telephone number at which the individual may be contacted for a telephone interview must be included. The SBCJC will pay toll charges in the continental United States. The Vendor must arrange a toll-free number for all other calls.
- 13.2 That, if onsite interviews are required, the individual can be at the specified location in Mississippi within the timeframe specified. All costs associated with onsite interviews will be the responsibility of the Vendor.
- 13.3 That the individual is proficient in spoken and written English;
- 13.4 That the individual is a U.S. citizen or that the individual meets and will maintain employment eligibility requirements in compliance with all INS regulations. The Vendor must provide evidence of identification and employment eligibility prior to the award of a contract that includes any personnel who are not U. S. citizens.
- 13.5 That the personnel assigned to a project will remain a part of the project throughout the duration of the contract as long as the personnel are employed by the Vendor, unless replaced by the Vendor at the request of the SBCJC. This requirement includes the responsibility for ensuring all non-citizens maintain current INS eligibility throughout the duration of the contract.

14. **Vendor Imposed Constraints**

The Vendor must specifically document what limitations, if any, exist in working with any other Contractor acting in the capacity of the SBCJC's business partner, subcontractor or agent who may be managing any present or future projects; performing quality assurance; integrating the Vendor's software; and/or providing web-hosting, hardware, networking or other processing services on the agency's behalf. The project relationship may be based on roles as either equal peers; supervisory – subordinate; or subordinate – supervisory, as determined by the SBCJC. The SBCJC recognizes that the Vendor may have trade secrets, intellectual property and/or business relationships that may be subject to its corporate policies or agreements. The SBCJC must understand these issues in order to decide to what degree they may impact the agency's ability to conduct business for this project. These considerations will be incorporated accordingly into the proposal evaluation and selection process. The understanding reached between the Vendor and the SBCJC with regard to this business relationship precludes the Vendor from imposing any subsequent limitations of this type in future project undertakings by the agency.

15. **Best and Final Offer**

The SBCJC reserves the right to solicit Best and Final Offers (BAFOs) from Vendors, principally in situations in which proposal costs eclipse available funding or the agency believes none of the competing proposals presents a Best Value (lowest and best proposal) opportunity. Because of the time and expense incurred by both the Vendor community and the SBCJC, BAFOs are not routinely conducted. Vendors should offer their best pricing with the initial solicitation. Situations warranting solicitation of a BAFO will be considered an exceptional practice for any procurement. Vendors that remain in a competitive range within an evaluation may be requested to tender Best and Final Offers, at the sole discretion of the SBCJC. All such Vendors will be provided an equal opportunity to respond with a Best and Final Offer under a procedure to be defined by the SBCJC that encompasses the specific, refined needs of a project, as part of the BAFO solicitation. The SBCJC may re-evaluate and amend the original project specifications should it be deemed necessary in order to improve the opportunity for attaining Best Value scenarios from among the remaining competing Vendors. All BAFO proceedings will be uniformly conducted, in writing and subject to solicitation by the SBCJC and receipt from the Vendors under a precise schedule.

16. **Restriction on Advertising**

The Vendor must receive written approval from the SBCJC before advertising or referencing the award of the contract or the services being provided. The Vendor must agree not to refer to awards in commercial advertising in such a manner as to state or imply that the firm or its services are endorsed or preferred by the State of Mississippi.

17. **Rights Reserved to Use Existing Product Contracts**

The SBCJC reserves the right on turnkey projects to secure certain products from other existing agency contracts if it is in its best interest to do so. If this option is exercised, then the awarded Vendor must be willing to integrate the acquisition and implementation of such products within the schedule and system under contract.

18. **Additional Information to be Included**

In addition to answering each specification within this RFP, the Vendor must include complete product/service information, including product pictorials and technical/descriptive literature relative to any product/service offered with the proposal. Information submitted must be sufficiently detailed to substantiate that the products/services offered meet or exceed specifications.

19. **Valid Contract Required to Begin Work**

The successful Vendor should not commence any billable work until a valid contract has been executed. Any work done by the successful Vendor prior to the execution of the contract is done at the Vendor's sole risk. The SBCJC is under no obligation to pay for work done prior to the execution of a contract.

## SECTION IV LEGAL AND CONTRACTUAL INFORMATION

The objective of the *Legal and Contractual Information* section is to provide Vendors with information required to complete a contract or agreement with SBCJC successfully.

1. **Acknowledgment Precludes Later Exception**

By signing the *Submission Cover Sheet*, the Vendor is contractually obligated to comply with all items in this RFP, including the *Standard Contract* in Exhibit A, except those specifically listed as exceptions on the *Proposal Exception Summary Form*. If no *Proposal Exception Summary Form* is included, the Vendor is indicating that he takes no exceptions. Vendors who respond to this RFP by signing the *Submission Cover Sheet* may not later take exception to any item in the RFP during contract negotiations. This acknowledgement also contractually obligates any and all subcontractors that may be proposed. No exceptions by subcontractors or separate terms and conditions will be entertained after the fact.

2. **Failure to Respond as Prescribed**

Failure to respond as described in Section II: *Proposal Submission Requirements* to any item in the sections and exhibits of this RFP, including the *Standard Contract* attached as Exhibit A, shall contractually obligate the Vendor to comply with that item.

3. **Contract Documents**

SBCJC will be responsible for all document creation and editorial control over all contractual documentation related to each procurement project. The following documents will normally be included in all contracts between SBCJC and the Vendor:

3.1 The Proposal Exception Summary Form as accepted by SBCJC;

3.2 Contracts which have been signed by the Vendor and SBCJC;

3.3 SBCJC's Request for Proposal, including all addenda;

3.4 Official written correspondence from SBCJC to the Vendor;

3.5 Official written correspondence from the Vendor to SBCJC when clarifying the Vendor's proposal; and

3.6 The Vendor's proposal response to this RFP.

4. **Order of Precedence**

When a conflict arises regarding contract intent due to conflicting statements in documents included in the contract, the order of precedence of each document is as listed above unless modification of order is negotiated and agreed upon by both SBCJC and the winning Vendor.

5. **Additional Contract Provisions**

The contract will also include such additional provisions, which are not inconsistent or incompatible with the material terms of this RFP, as may be agreed upon by the parties. All of the foregoing shall be in such form and substance as prescribed by the SBCJC.

6. **Mandatory Legal Provisions**

- 6.1 The State of Mississippi is self-insured; all requirements for the purchase of casualty or liability insurance are deleted.
- 6.2 Any provisions disclaiming implied warranties shall be null and void. See Mississippi Code Annotated Sections 11-7-18 and 75-2-719(4). The Vendor shall not disclaim the implied warranties of merchantability and fitness for a particular purpose.
- 6.3 The Vendor shall have no limitation on liability for claims related to the following items:
  - 6.3.1 Infringement issues;
  - 6.3.2 Bodily injury;
  - 6.3.3 Death;
  - 6.3.4 Physical damage to tangible personal and/or real property; and/or
  - 6.3.5 The intentional and willful misconduct or negligent acts of the Vendor and/or Vendor's employees or subcontractors.
- 6.4 All requirements that the SBCJC pay interest (other than in connection with lease-purchase contracts not exceeding five years) are deleted.
- 6.5 Any contract negotiated under this RFP will be governed by and construed according to the laws of the State of Mississippi. Venue for the resolution of any dispute shall be Jackson, Hinds County, Mississippi.
- 6.6 Any contract negotiated under this RFP is cancelable in the event the funding authority does not appropriate funds. Notice requirements to Vendor cannot exceed sixty (60) days.
- 6.7 The State of Mississippi does not waive its sovereign immunities or defenses as provided by law by entering into this contract with the Vendor, Vendor agents, subcontractors, or assignees.
- 6.8 The SBCJC will deliver payments to the Vendor within forty-five (45) days after receipt of invoice and receipt, inspection, and approval of Vendor's products/services. No late charges will exceed 1.5% per month on any unpaid balance from the expiration of said period until payment is delivered. See Section

6.9 The State shall not pay any attorney's fees, prejudgment interest or the cost of legal action to or for the Vendor.

7. **Approved Contract**

7.1 Award of Contract - A contract is considered to be awarded to a proposer once the proposer's offering has been approved as lowest and best proposal through:

7.1.1 Written notification made to proposers on SBCJC letterhead, or

7.1.2 Notification posted to the SBCJC website for the project, or

7.1.3 CP-1 authorization executed for the project, or

7.1.4 The SBCJC Board's approval of same during an open session of the Board.

7.2 The SBCJC policy specifies whether the agency Executive Director or Board approval is applicable for a given project, depending on the total lifecycle cost of the contract.

7.3 A contract is not deemed final until five (5) working days after either the award of contract or post procurement review, as stipulated in the ITS Protest Procedure and Policy. In the event of a valid protest, the State may, at its sole discretion, continue the procurement or stay the procurement in accordance with the ITS Protest Procedure and Policy. If the procurement is stayed, the contract is not deemed final until the protest is resolved.

8. **Contract Validity**

All contracts are valid only if signed by the Executive Director of SBCJC.

9. **Order of Contract Execution**

Vendors will be required to sign contracts and to initial all contract changes before the Executive Director of SBCJC signs.

10. **Availability of Funds**

All contracts are subject to availability of funds of the SBCJC and are contingent upon receipt by the winning Vendor of a purchase order from the SBCJC.

11. **CP-1 Requirement**

All purchase orders issued for goods and services acquired from the awarded Vendor under this RFP must be encoded by the Customer agency with a CP-1 approval number assigned by ITS.

**12. Requirement for Electronic Payment and Invoicing**

12.1 Payments to the awarded Vendor for all goods and services acquired under this RFP by the SBCJC that make payments through the Statewide Automated Accounting System (“SAAS”) will be made electronically, via deposit to the bank account of the Vendor’s choice. The awarded Vendor must enroll and be activated in PayMode™, the State’s current vehicle for sending and receiving electronic payments, prior to receiving any payments from state agencies. There is no charge for a Vendor to enroll or receive payments via PayMode. For additional information on PayMode, including registration instructions, Vendors should visit the following website: <http://portal.paymode.com/ms/>. Vendors may also request assistance from the Mississippi Management and Reporting System (MMRS) Call Center regarding PayMode registration by contacting [mash@dfa.state.ms.us](mailto:mash@dfa.state.ms.us).

12.2 For State of Mississippi Agencies that make payments through SAAS, the awarded Vendor is required to submit electronically all invoices for goods and services acquired under this RFP, along with appropriate supporting documentation, as directed by the State of Mississippi. Should the requirement for electronic invoicing be implemented during the term of the project contract, the SBCJC will work with the Vendor to determine a reasonable timeframe for initiating electronic invoicing.

12.3 Item 12.2 applies to SBCJC, as SBCJC makes payments through SAAS.

**13. Time For Negotiations**

13.1 All contractual issues must be successfully negotiated within fifteen (15) working days from the Vendor’s initial receipt of the project contract from SBCJC, unless the agency consents to extend the period. Failure to complete negotiations within the stated time period constitutes grounds for rejection of the Vendor’s response to this RFP. The SBCJC may withdraw the proposal award and begin negotiations with the next ranked Vendor immediately or pursue any other option.

13.2 Negotiations shall be limited to items to which the Vendor has noted as exceptions on their Proposal Exception Summary Form, as well as any new items that the SBCJC may require. All contract changes requested by the Vendor related to such exceptions noted in Vendor’s proposal shall be submitted three (3) working days prior to scheduled negotiations, unless SBCJC consents to a different period.

**14. Prime Contractor**

The selected Vendor will be designated the prime contractor in the proposal, and as such, shall be solely responsible for all products/services offered in the proposal and for the fulfillment of the contract with the SBCJC.

15. **Sole Point of Contact**

SBCJC will consider the selected Vendor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

15.1 The Vendor must acknowledge and agree that in matters of proposals, clarifications, negotiations, contracts and resolution of issues and/or disputes, the Vendor represents all contractors, third parties and/or subcontractors the Vendor has assembled for this project. The Vendor's commitments are binding on all such parties and consequently the SBCJC is only required to negotiate with the Vendor.

15.2 Furthermore, the Vendor acknowledges and agrees to pass all rights and/or services related to all general consulting, services leasing, software licensing, warranties, hardware maintenance and/or software support to the SBCJC from any contractor, third party or subcontractor without the agency having to negotiate separately or individually with any such parties for these terms or conditions.

15.3 Should a proposing Vendor wish to assign payment of any or all charges resulting from this contract to a third party, Vendor must disclose that fact in his/her proposal, along with the third party's name, address, nature of business, and relationship to the proposing Vendor, the reason for and purpose of the assignment, and all conditions of the assignment, including but not limited to a copy of an assignment document to be executed by the SBCJC, the Vendor, and the third party. Such assignments will be accepted or rejected at the sole discretion of the SBCJC. Vendor must clearly and definitively state in his/her proposal whether the proposal is contingent upon the requested assignment of payments. Whenever any assignment of payment is requested, the proposal, contract, and assignment document must include language specifically guaranteeing that the proposing Vendor is solely and fully liable and responsible for the performance of its obligations under the subject contract. No assignment of payment will be considered at the time of purchase unless such assignment was fully disclosed in the Vendor's proposal and subsequently accepted by the SBCJC.

16. **SBCJC Approval of Subcontractor Required**

Unless provided in the contract, the Vendor shall not contract with any other party for furnishing any of the contracted work or services without the consent, guidance, and written approval of the SBCJC. The SBCJC reserves the right of refusal and the right to request replacement of a subcontractor due to unacceptable work or conduct. This provision should not be interpreted as requiring the approval of individual contracts of employment between the Vendor and personnel assigned for services under the contract.

17. **Inclusion of Subcontract Agreements**

Copies of any agreements to be executed between the Vendor and any subcontractors must be included in the Vendor's proposal.

18. **Negotiations with Subcontractor**

In order to protect the State of Mississippi's interest, the SBCJC reserves the right to attempt to resolve the contractual disagreements that may arise between the Vendor and its subcontractor after award of the contract.

19. **References to Vendor to Include Subcontractor**

All references in the RFP to "Vendor" shall be construed to encompass both the Vendor and its subcontractors.

20. **Outstanding Vendor Obligations**

20.1 Any Vendor who presently owes the SBCJC or State of Mississippi money must submit, with the proposal, a certified check in the amount due and owing in order for the proposal in response to this RFP to be considered.

20.2 Any Vendor who is presently in default on existing contracts or is delinquent in the performance of any such contracted obligations, is in the sole judgment of the SBCJC required to make arrangement for fulfilling outstanding obligations to the satisfaction of the State in order for the proposal to be considered.

20.3 The SBCJC, at its sole discretion, may reject the proposal of a Vendor with any significant outstanding financial or other obligations to the State of Mississippi or who is in bankruptcy at the time of proposal submission.

21. **Equipment Condition**

For all RFPs requiring equipment, the Vendor must furnish only new equipment in response to SBCJC specifications, unless an explicit requirement for used equipment is otherwise specified.

22. **Delivery Intervals**

The Vendor's proposal must specify, in the *Cost Information Submission* and in response to any specific instructions in the *Technical Specifications*, delivery and installation intervals after receipt of order.

23. **Pricing Guarantee**

The Vendor must explicitly state, in the *Cost Information Submission* and in response to any specific instructions in the *Technical Specifications*, how long the proposal will remain valid. Unless stated to the contrary in the *Technical Specifications*, pricing must be guaranteed for a minimum of ninety (90) days.

24. **Shipping Charges**

For all RFPs requiring shipment of any product or component, all products must be delivered FOB destination to any location within the geographic boundaries of the State of Mississippi with all transportation charges prepaid and included in the RFP proposal or LOC quotation. Destination is the point of use.

25. **Amortization Schedule**

For all RFPs requiring equipment, contracts involving the payment of interest must include an amortization schedule clearly documenting the amount of interest payable over the term of the contract.

26. **Americans with Disabilities Act Compliance for Web Development and Portal Related Services**

All Web and Portal development work must be designed and implemented in compliance with the Electronic and Information Technology Accessibility Standards associated with Section 508 of the Rehabilitation Act and with the Web Accessibility Initiative (WAI) of the W3C.

27. **Ownership of Developed Software**

27.1 When specifications require the Vendor to develop software for the State, the Vendor must acknowledge and agree that the State is the sole owner of such developed software with exclusive rights to use, alter, or distribute the software without restriction. This requirement applies to source code, object code, and documentation.

27.2 The State may be willing to grant the Vendor a nonexclusive license to use the State's software subject to devising acceptable terms and license fees. This requirement is a matter of State Law, and not negotiable.

28. **Ownership of Custom Tailored Software**

In installations where the Vendor's intellectual property is modified and custom-tailored to meet the needs of the SBCJC, the Vendor must offer the agency an application license entitling the SBCJC to use, and/or alter the software without restriction. These requirements apply to source code, object code and documentation.

29. **Terms of Software License**

The Vendor acknowledges and agrees that the term of all software licenses provided to the SBCJC shall be perpetual unless stated otherwise in the Vendor's proposal.

30. **The SBCJC is Licensee of Record**

The Vendor must not bypass the software contracting phase of a project by licensing project software intended for SBCJC use in its company name. Upon award of a project, the Vendor must ensure that the SBCJC is properly licensed for all software that is proposed for use in a project.

31. **Remote Access via Virtual Private Network**

Vendor must understand that the State of Mississippi's Enterprise Security Policy mandates that all remote access to and/or from the SBCJC network must be accomplished via a Virtual Private Network (VPN). If remote access is required at any time during the life of this Agreement, Vendor and the SBCJC agree to implement/maintain a VPN for this connectivity. This required VPN must be IPSec-capable (ESP tunnel mode) and will terminate on a Cisco VPN-capable device (i.e. VPN concentrator, PIX firewall, etc.) on

the SBCJC premises. Vendor agrees that it must, at its expense, implement/maintain a compatible hardware/software solution to terminate the specified VPN on the SBCJC premises. The parties further understand and agree that the State protocol standard and architecture are based on industry-standard security protocols and manufacturer engaged at the time of contract execution. The SBCJC reserves the right to introduce a new protocol and architecture standard and require the Vendor to comply with same, in the event the industry introduces a more secure, robust protocol to replace IPSec/ESP and/or there is a change in the manufacturer engaged.

32. **Negotiating with Next-Ranked Vendor**

Should the SBCJC cease doing business with any Vendor selected via this RFP process, for any reason, the SBCJC reserves the right to initiate negotiations with the next ranked Vendor.

33. **Disclosure of Proposal Information**

Vendors should be aware that any information in a proposal may be subject to disclosure or reproduction under the Mississippi Public Records Act of 1983, defined in Section 25-61-1 et seq. of the Mississippi Code Annotated.

SBCJC will give written notice to any affected Vendor of a request to view or reproduce the Vendor's proposal or portion thereof. SBCJC will not, however, give such notice with respect to summary information prepared in connection with the State's review or evaluation of a Vendor's proposal, including, but not limited to, written presentations to the SBCJC Board or other approving bodies, and/or similar written documentation prepared for the project file. In addition, SBCJC will not provide third-party notice for requests for any contract executed as a result of this RFP, with the exception of information contained in contract exhibits identified and labeled as confidential during the contract negotiation process. SBCJC will provide vendor with third-party notice of requests for any such confidential exhibits to allow Vendor the opportunity to protect the information by court order as outlined in the Mississippi Public Records Act of 1983, defined in Section 25-61-1 et seq. of the Mississippi Code Annotated.

Summary information and contract terms, as defined above, become the property of SBCJC, who has the right to reproduce or distribute this information without notification.

Vendors should further be aware that requests for disclosure of proposal and contract information are sometimes received by the SBCJC significantly after the proposal opening date. SBCJC will notify the signatory "Officer in Bind of Company" provided in Section I of this RFP for Notification of Public Records Requests in the event information is requested that your company might wish to consider protecting as a trade secret or as confidential commercial or financial information. If the "Officer in Bind of Company" should not be used for notification of public records requests, Vendor should provide the alternative contact information in response to this RFP item.

34. **Risk Factors to be Assessed**

The SBCJC will assess risk factors that may initially exist within a given procurement and that may develop over the course of a procurement process as facts become known.

The SBCJC, at its sole discretion, may employ the following mechanisms in mitigating these risks: proposal bonding, performance bonding, progress payment plan with retainage, inclusion of liquidated damages, and withholding payment for all portions of the products/services acquired until final acceptance. The Vendor must agree to incorporate any or all of the above terms and conditions into the customer agreement.

35. **Proposal Bond**

The Vendor must include a proposal bond in the amount of \$10,000.00 with its RFP proposal. Vendor is specifically disallowed from taking exception to the proposal bond requirement. Proposals without proposal bonds will be rejected.

The security must be in the form of a bond, irrevocable letter of credit, certified check, or cashier's check (hereinafter, "security") payable to the SBCJC, and must be placed in the front of the Vendor's proposal. The submission of an acceptable security is a condition precedent to a valid proposal, and the amount of the security is not negotiable or contestable. Any proposal received without the security will be rejected and returned to the Vendor without further consideration.

The security binds the Vendor to the commitments made in writing in the Vendor's proposal. The security will be forfeited in the event the awarded Vendor, at any time during the contract negotiation process, refuses to honor commitments made in its proposal, reneges on pricing, takes exception to any term or condition that was not addressed in the Vendor's written proposal, or fails to execute a contract as anticipated in the RFP and the Vendor's proposal, including documented exceptions, within fifteen (15) working days after the Vendor's initial receipt of the project contract from SBCJC, unless an extension is agreed to by SBCJC.

As stated in the RFP, the Vendor may take exception to any point without incurring any liability to provide items to which an exception has been taken. Likewise, the SBCJC has no obligation to accept any proposed exception. Should the SBCJC decide, at its sole discretion and at any point in the process, that an exception is NOT acceptable, SBCJC will reject the Vendor's proposal and return the Vendor's security.

The Vendor's security will be returned promptly after SBCJC and the successful Vendor have executed a contract or within ninety (90) days after opening the proposals if no letter of intent to award a contract has been sent. In the event that the successful Vendor fails to accept and sign the mutually negotiated contract, that Vendor shall be disqualified and SBCJC shall initiate negotiations with the next ranked Vendor until a contract is successfully negotiated, or SBCJC elects to cancel the procurement. The securities of all remaining Vendors will be returned when a contract has been successfully negotiated and executed, or when the procurement is canceled.

36. **Performance Bond/Irrevocable Bank Letter of Credit**

The Vendor is not required to include the price of a performance bond or irrevocable bank letter of credit with his RFP proposal. If required, the cost of the bond or letter of credit must be shown as a separate line item in the *Cost Information Submission*. The performance bond or letter of credit must be procured at the Vendor's expense prior to

the execution of the contract and may be invoiced to SBCJC after contract initiation only if itemized in the *Cost Information Submission* and in the executed contract. **The final decision as to the requirement for a Performance Bond or Irrevocable Bank Letter of Credit will be made upon contract award and is at the SBCJC's sole discretion.**

If a Performance Bond /Irrevocable Bank Letter of Credit is required, the Vendor must procure and submit to SBCJC, on behalf of SBCJC, with the executed contract, (a) a performance bond from a reliable surety company authorized to do business in the State of Mississippi or (b) an irrevocable bank letter of credit that is acceptable to the SBCJC. The Performance Bond or the Irrevocable Letter of Credit shall be for the total amount of the contract or an amount mutually agreed upon by the SBCJC and the successful Vendor and shall be payable to SBCJC. No contract resulting from this RFP will be valid until the required Performance Bond or Irrevocable Bank Letter of Credit has been received and found to be in proper form and amount. The Vendor agrees that the SBCJC has the right to request payment for a partial amount or the full amount of the Irrevocable Letter of Credit/Performance bond should the products/services being procured hereunder not be provided in a manner consistent with this RFP and the Vendor's proposal by the delivery dates agreed upon by the parties. The SBCJC may demand payment by contacting the bank issuing the letter of credit or the bonding company issuing the performance bond and making a written request for full or partial payment. The issuing bank/bonding company is required to honor any demand for payment from the SBCJC within fifteen (15) days of notification. The letter of credit/performance bond shall cover the entire contract period, with the exception of post-warranty maintenance and support, and shall not be released until final acceptance of all products and deliverables required herein or until the warranty period, if any, has expired, whichever occurs last. If applicable, and at the SBCJC's sole discretion, the SBCJC may, at any time during the warranty period, review Vendor's performance and performance of the products/services delivered and determine that the letter of credit/performance bond may be reduced or released prior to expiration of the full warranty period.

37. **Responsibility for Behavior of Vendor Employees/Subcontractors**

The Vendor will be responsible for the behavior of all its employees and subcontractors while on the premises of the SBCJC or any of the Mississippi Community and Junior Colleges. Any Vendor employee or subcontractor acting in a manner determined by the administration of the SBCJC to be detrimental, abusive, or offensive to any of the staff or student body of any of the Mississippi Community and Junior Colleges will be asked to leave the premises and can be suspended from further work on the premises.

38. **Protests**

The Executive Director of ITS and/or the Board Members of ITS or their designees shall have the authority to resolve Vendor protests in connection with the selection for award of a contract. Copies of the protest procedures are available on the ITS Internet site - ITS Protest Procedure and Policy, Section 019-020, ITS Procurement Handbook at: <http://dsitspe01.its.ms.gov/its/procman.nsf/TOC4?OpenView> or from ITS upon request.

39. **Protest Bond**

Potential Vendors may protest any of the specifications of this RFP on the belief that the specification is unlawful, unduly restrictive, or unjustifiably restraining to competition. Any such protest must be in writing and submitted to the SBCJC Executive Director along with the appropriate protest bond within five (5) working days of the Official Release of the RFP, as defined in the ITS Protest Procedure and Policy. The outside of the envelope must be marked "Protest" and must specify RFP number 201001.

As a condition precedent to filing any protest related to this procurement, the Vendor must procure, submit to the SBCJC Executive Director with its written protest, and maintain in effect at all times during the course of the protest or appeal thereof, a protest bond in the full amount of the total estimated project lifecycle cost or \$250,000.00, whichever is less. The total estimated project lifecycle cost will be the amount used by SBCJC in the computation of cost points, as the low cost in the denominator of the cost evaluation formula. The bond shall be accompanied by a duly authenticated or certified document evidencing that the person executing the bond is a licensed Mississippi agent for the bonding company. This certified document shall identify the name and address of the person or entity holding the protest bond and shall identify a contact person to be notified in the event that the SBCJC is required to take action against the bond. The protest bond shall not be released to the protesting Vendor until the protest is finally resolved and the time for appealing said protest has expired. The protest bond shall be procured at the protesting Vendor's expense and be payable to the Mississippi Department of Information Technology Services. Prior to approval of the protest bond, SBCJC reserves the right to review the protest bond and require the protesting Vendor to substitute an acceptable bond in such form as the SBCJC may reasonably require. The premiums on such bond shall be paid by the protesting Vendor. The SBCJC may claim against the protest bond as specified in Section 25-53-5 (n) of the Mississippi Code of 1972, as amended during the 1998 Mississippi legislative session, in addition to all other rights and remedies the State may have at law or in equity.

Should the written protest submitted by the Vendor fail to comply with the content requirements of ITS' protest procedure and policy, fail to be submitted within the prescribed time limits, or fail to have the appropriate protest bond accompany it, the *protest will be summarily dismissed by the SBCJC Executive Director.*

40. **Mississippi Employment Protection Act**

Effective July 1, 2008, Vendor acknowledges that if awarded, it will ensure its compliance with the Mississippi Employment Protection Act, Section 71-11-1, et seq. of the Mississippi Code Annotated (Supp 2008), and will register and participate in the status verification system for all newly hired employees. 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. Vendor will agree to maintain records of such compliance and, upon request of the SBCJC, to provide a copy of each such verification to the SBCJC.

Vendor acknowledges and certifies that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi.

Vendor acknowledges that violating the E-Verify Program (or successor thereto) requirements subjects Vendor to the following: (a) cancellation of any state or public contract and ineligibility for any state or public contract for up to three (3) years, with notice of such cancellation being made public, or (b) the loss of any license, permit, certification or other document granted to Vendor by a state agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. Vendor would also be liable for any additional costs incurred by the SBCJC due to contract cancellation or loss of license or permit.

## SECTION V PROPOSAL EXCEPTIONS

Please return the *Proposal Exception Summary Form* at the end of this section with all exceptions to items in any Section of this RFP listed and clearly explained or state “No Exceptions Taken.” If no *Proposal Exception Summary Form* is included, the Vendor is indicating that he takes no exceptions to any item in this RFP document.

1. Unless specifically disallowed on any specification herein, the Vendor may take exception to any point within this RFP, including a specification denoted with “shall” or “must,” as long as the following are true:
  - 1.1 The specification is not a matter of State law;
  - 1.2 The proposal still meets the intent of the RFP;
  - 1.3 A *Proposal Exception Summary Form* is included with Vendor’s proposal; and
  - 1.4 The exception is clearly explained, along with any alternative or substitution the Vendor proposes to address the intent of the specification, on the *Proposal Exception Summary Form*.
2. The Vendor has no liability to provide items to which an exception has been taken. SBCJC has no obligation to accept any exception. During the proposal evaluation and/or contract negotiation process, the Vendor and SBCJC will discuss each exception and take one of the following actions:
  - 2.1 The Vendor will withdraw the exception and meet the specification in the manner prescribed;
  - 2.2 SBCJC will determine that the exception neither poses significant risk to the project nor undermines the intent of the RFP and will accept the exception;
  - 2.3 SBCJC and the Vendor will agree on compromise language dealing with the exception and will insert same into the contract; or
  - 2.4 None of the above actions is possible, and SBCJC either disqualifies the Vendor’s proposal or withdraws the award and proceeds to the next ranked Vendor.
3. Should SBCJC and the Vendor reach a successful agreement, SBCJC will sign adjacent to each exception which is being accepted or submit a formal written response to the *Proposal Exception Summary* responding to each of the Vendor’s exceptions. The *Proposal Exception Summary*, with those exceptions approved by SBCJC, will become a part of any contract on acquisitions made under this RFP.
4. An exception will be accepted or rejected at the sole discretion of the SBCJC.

5. The SBCJC desires to award this RFP to a Vendor or Vendors with whom there is a high probability of establishing a mutually agreeable contract, substantially within the standard terms and conditions of this RFP, including the *Standard Contract* in Exhibit A. As such, Vendors whose proposals, in the sole opinion of the SBCJC, reflect a substantial number of material exceptions to this RFP, may place themselves at a comparative disadvantage in the evaluation process or risk disqualification of their proposals.
  
6. For Vendors who have successfully negotiated a contract with the SBCJC in the past, SBCJC requests that, prior to taking any exceptions to this RFP, the individual(s) preparing this proposal first confer with other individuals who have previously submitted proposals to SBCJC or participated in contract negotiations with SBCJC on behalf of their company, to ensure the Vendor is consistent in the items to which it takes exception.

**PROPOSAL EXCEPTION SUMMARY FORM**

List and clearly explain any exceptions, for all RFP Sections and Exhibits, in the table below.

SBCJC RFP Reference	Vendor Proposal Reference	Brief Explanation of Exception	SBCJC Acceptance (sign here only if accepted)
(Reference specific outline point to which exception is taken)	(Page, section, items in Vendor's proposal where exception is explained)	(Short description of exception being made)	
1.			
2.			
3.			
4.			
5.			
6.			
7.			

## SECTION VI RFP QUESTIONNAIRE

Please answer each question or provide the information as requested in this section.

1. **Statewide Automated Accounting System (SAAS) Information for State of Mississippi Vendor File**

- 1.1 SAAS Vendor Code: Any Vendor who has not previously done business with the State of Mississippi and has not been assigned a SAAS Vendor code should furnish a signed copy of an IRS W-9 form with the proposal. A copy of the W-9 Form can be obtained by going to the SBCJC website, <http://www.mscc.edu>, scroll to the “Divisions of State Board” second from the top on the right of the screen, clicking on “Finance and Personnel”, then scroll to column “purchasing/travel”, and click on the link “W9.” Vendors who have previously done business with the State should furnish SBCJC with their SAAS Vendor code.

SAAS Vendor Code: \_\_\_\_\_ OR Signed W-9 Form Attached: \_\_\_\_\_

- 1.2 Vendor Self-Certification Form: The State of Mississippi, in an effort to capture participation by minority Vendors, asks that each Vendor review the State of Mississippi Minority Vendor Self Certification Form. This information is for tracking/reporting purposes only, and will not be used in determining which Vendor will be chosen for the project. Any Vendor who can claim status as a Minority Business Enterprise or a Woman Business Enterprise in accordance with the definitions on this form and who has not previously submitted a form to the State of Mississippi should submit the completed form with the proposal. A copy of the Minority Vendor Self- Certification Form can be obtained at: [http://www.mississippi.org/assets/docs/minority/minority\\_vendor\\_selfcertform.pdf](http://www.mississippi.org/assets/docs/minority/minority_vendor_selfcertform.pdf). Please direct any questions about minority certification in Mississippi to the Minority Business Enterprise Division of the Mississippi Development Authority by telephone at (601) 359-3448 or via email at <http://minority@mississippi.org>.

- 1.3 Minority Vendor Self-Certification Form Included: \_\_\_\_\_  
Not claiming Minority or Women Business Enterprise Status: \_\_\_\_\_

2. **Certification of Authority to Sell**

The Vendor must certify Vendor is a seller in good standing, authorized to sell and able to deliver all items and related services proposed in the State of Mississippi in the time frame specified. Does the Vendor make these certifications? (A yes or no answer is required.)

3. **Certification of No Conflict of Interest**

Mississippi law clearly forbids a direct or indirect conflict of interest of a company or its employees in selling to the State of Mississippi. The Vendor must answer and/or provide the following:

- 3.1 Does there exist any possible conflict of interest in the sale of items or services to the SBCJC? (A yes or no answer is required.)
- 3.2 If the possibility of a conflict does exist, provide a list of those institutions and the nature of the conflict on a separate page and include it in your proposal. The Vendor may be precluded from selling or providing services to those institutions where a conflict of interest may exist.

4. **Pending Legal Actions**

- 4.1 Are there any lawsuits or other legal proceedings against the Vendor that pertain to any of the software, hardware, or other materials and/or services which are a part of the Vendor's proposal? (A yes or no answer is required.)
- 4.2 If so, provide a copy of same and state with specificity the current status of the proceedings.

5. **Non-Disclosure of Social Security Numbers**

Does the Vendor acknowledge that any information system proposed, developed, or modified under this RFP that disseminates, in any form or manner, information or material that contains the Social Security Number of an individual, has mechanisms in place to prevent the inadvertent disclosure of the individual's Social Security Number to members of the general public or to persons other than those persons who, in the performance of their duties and responsibilities, have a lawful and legitimate need to know the individual's Social Security Number? This acknowledgement is required by Section 25-1-111 of the Mississippi Code Annotated.

6. **Order and Remit Address**

The Vendor must specify both an order and a remit address:

Order Address:

--

Remit Address (if different):

7. **Web Amendments**

As stated in Section III, SBCJC will use <http://www.mscjc.edu/pdfs/fn/amendments.pdf> to post amendments regarding RFPs before the proposal opening. We will post clarifications until noon four days prior to the proposal opening date listed on the cover page of this RFP or the posted extension date, if applicable.

Vendors may list any questions or items needing clarification discovered in the week prior to the proposal opening in a written format at the beginning of the proposal binder or in the comment section for the individual offering.

Does the Vendor certify that they have reviewed a copy of the SBCJC amendments for RFPs as above stated? (A yes or no answer is required.)

## SECTION VII TECHNICAL SPECIFICATIONS

### 1. How to Respond to this Section

- 1.1 Beginning with Item 2.1 of this section, label and respond to each outline point in this section as it is labeled in the RFP.
- 1.2 The Vendor must respond with “ACKNOWLEDGED,” “WILL COMPLY” or “AGREED” to each point in this section. In addition, many items in this RFP require detailed and specific responses to provide the requested information. Failure to provide the information requested will result in the Vendor receiving a lower score for that item, or, at the SBCJC sole discretion, being subject to disqualification.
- 1.3 “ACKNOWLEDGED” should be used when no vendor response or vendor compliance is required. “ACKNOWLEDGED” simply means the vendor is confirming to the SBCJC that he read the statement. This is commonly used in the RFP sections where the SBCJC’s current operating environment is described or where general information is being given about the project.
- 1.4 “WILL COMPLY” or “AGREED” are used interchangeably to indicate that the vendor will adhere to the requirement. These terms are used to respond to statements that specify that a vendor or vendor’s proposed solution must comply with a specific item or must perform a certain task.
- 1.5 If the Vendor cannot respond with “ACKNOWLEDGED,” “WILL COMPLY,” or “AGREED,” then the Vendor must respond with “EXCEPTION.” (See Section V, for additional instructions regarding Vendor exceptions.)
- 1.6 Where an outline point asks a question or requests information, the Vendor must respond with the specific answer or information requested.
- 1.7 In addition to the above, Vendor must provide explicit details as to the manner and degree to which the proposal meets or exceeds each specification.

### 2. General Overview and Background

- 2.1 The SBCJC is a coordinating Board for the fifteen public Community and Junior Colleges in Mississippi. The SBCJC is seeking a vendor to build customized modules on the Microsoft Office SharePoint platform for the use of conducting surveys, collaborating on strategic planning initiatives, and meeting business intelligence needs for Institutional Effectiveness personnel at four Mississippi Community and Junior Colleges.

3. **Procurement Project Schedule**

<b>Task</b>	<b>Date</b>
First Advertisement Date for RFP	03/01/10
Second Advertisement Date for RFP	03/08/10
Pre-Proposal Meeting	03/11/10
Deadline for Vendor's Written Questions	3:00 p.m. Central Time on 03/15/10
Deadline for Questions Answered and Posted to SBCJC Web Site	03/18/10
Deadline for Submission of Proposals	3:00 p.m. Central Time on 03/24/10
Open Proposals	03/25/10
Evaluation of Proposals	03/25/10 – 04/01/10
Contract Negotiation Begins	04/05/10
SBCJC Board Approval of Contract	04/16/10
Project Go-Live Deadline	04/19/10

4. **Statements of Understanding**

- 4.1 Time is of the essence in acquiring the necessary resources in order to meet the project go-live deadline.
- 4.2 Vendor must provide a Project Manager, as well as the quality and quantity of technical individuals necessary to meet the experience, timeline, and project requirements outlined in this RFP.
- 4.3 The awarded Vendor must provide equipment for their assigned staff, including a laptop or desktop that will allow connectivity with SBCJC's network, necessary to complete the requirements for this Proof of Concept.
- 4.4 While SBCJC reserves the right to award this project to one or more Vendors for one or more individuals, preference may be given to Vendor that can provide a cohesive team who collectively meets all of the requisite experience.
- 4.5 The individuals must be available during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday. Individual(s) may occasionally be required to work outside of these hours.
- 4.6 Awarded vendor will be allowed to work on-site at SBCJC's offices in Jackson, Mississippi during normal business hours Monday thru Friday and certain work may be performed off-site if it can be demonstrated to the Agency's satisfaction that the off-site work provides a savings to the Agency and that the work done off-site does not interfere with or slow the progress of the project or reduce the

quality of the work. Awarded vendor accepts full responsibility for all problems arising out of a decision to perform off-site work.

- 4.7 Awarded individuals shall be required to attend standing, on-site meetings with representatives from the pilot colleges and SBCJC.
- 4.8 Initial contract period will be from contract signature date and timeline specified in negotiated contract. The SBCJC reserves the right to extend the contract for additional term(s). The anticipated start date is April 19, 2010. Awarded Vendor(s) will be notified of the actual start date upon completion of the evaluation and contract negotiation process.
- 4.9 The individuals awarded to provide these services will remain part of the project throughout the duration of the contract. In addition, individuals associated with the project must remain employed by the Vendor. This requirement includes the responsibility for ensuring all non-citizens maintain current INS eligibility throughout the duration of the contract.
- 4.10 The Vendor must propose a fixed-price deliverable based solution.
- 4.11 Individuals proposed must be U.S. citizens or meet and maintain employment eligibility requirements in compliance with all INS regulations. Vendor must provide evidence of identification and employment eligibility prior to the award of a contract that includes any personnel who are not U.S. citizens.

## 5. **Technical Requirements**

- 5.1 The Vendor must provide a Project Work Plan and a fixed-price deliverable based proposal, detailing the tasks, deliverables, duration, and resource requirements for the vendor and for the SBCJC staff.
- 5.2 The awarded Vendor must provide a design for a Proof of Concept for strategic planning modules as dictated by representatives from SBCJC, as well as the four pilot institutions, East Mississippi Community College, Hinds Community College, Itawamba Community College, and Pearl River Community College. These modules will assist in strategic planning and institutional effectiveness efforts at the colleges using Microsoft Office SharePoint. The functioning Proof of Concept must be comparable to what the colleges are currently using in the Blackboard Outcomes environment and it will be based on the Microsoft Office SharePoint Platform.
- 5.3 The awarded Vendor must provide installation, configuration, implementation, and training for application developed using the Microsoft Office SharePoint Platform.
- 5.4 The awarded Vendor must have extensive experience in statewide multi-instance SharePoint deployments with varying technical and customized requirements.

- 5.5 Awarded vendor must ensure that the solution delivered aligns toward Microsoft roadmap.
- 5.6 Awarded vendor must apply a phased approach based on the Microsoft Solutions Framework (MSF) and this scope of work will encompass the following:
  - 5.6.1 Planning for the development of a customized proof of concept. This phase consists of the Awarded Vendor participating in a series of meetings to capture feedback which will be placed into deliverables that will be reviewed by SBCJC prior to entering into the Development phase of the project.
    - 5.6.1.1 Week one (Planning and Interviews): During this phase of the project the Awarded Vendor must capture requirements from the SBCJC staff regarding the overall solution. The current Blackboard Outcomes Pilot currently used will help expedite the planning process. The Awarded vendor must work with SBCJC staff to capture the following requirements:
      - 5.6.1.1.1 Business needs
      - 5.6.1.1.2 Roles
      - 5.6.1.1.3 Reporting data
      - 5.6.1.1.4 Report security (access)
      - 5.6.1.1.5 Reporting cycles (open/close periods)
      - 5.6.1.1.6 Existing data/structure
    - 5.6.1.2 Week two (Planning Documentation). Awarded Vendor must develop and deliver planning documents that capture SBCJC's needs for next steps of the project and they are as follows:
      - 5.6.1.2.1 Consolidated report that captures interview feedback along with application requirements,
      - 5.6.1.2.2 Navigable wireframe that demonstrates user roles with use cases,
      - 5.6.1.2.3 Data plan that outlines standard approach for data capture, approval, and reporting requirements,

- 5.6.1.2.4 Presentation that captures key discussion points for agency executive review, and
- 5.6.1.2.5 Project plan for the next phase of the project (development/test).
- 5.6.1.3 Week three (Present and Revise). Awarded Vendor must:
  - 5.6.1.3.1 Present key points, use cases and estimates for next steps, and
  - 5.6.1.3.2 Capture feedback/refinement and provide revised plan/estimate for next step.
- 5.6.1.4 Summary of Deliverables. Awarded Vendor must provide the following:
  - 5.6.1.4.1 Business planning document that captures business requirements, use cases and data planning and relationships,
  - 5.6.1.4.2 Provide wireframe that outline “user flows” of final solution,
  - 5.6.1.4.3 Provide project plan for next development and test phase, and
  - 5.6.1.4.4 Executive presentation.
- 5.6.2 Development of Desired Modules: During the Development Phase the Awarded Vendor must focus on code creation for this project. Awarded Vendor must translate Planning documents into functioning code. Awarded Vendor must create code based on standard Microsoft Office SharePoint best practices which enables rapid deployment and reuse across colleges. Specific code to be developed includes Survey and Reporting Solutions to support (1) Student Evaluations and (2) Strategic Planning. The code created during this phase will be deployed in the Proof of Concept (Deployment Phase).

Development (12 weeks) will encompass the creation of a Student Evaluation Application. The Awarded Vendor must develop and deliver functioning code that supports SBCJC’s needs for capturing and reporting Student Evaluations. The detailed requirements for these solutions will be created during the Planning Phase of this project. After meeting with the SBCJC team, the functional requirements of the solutions are as follows:

- 5.6.2.1 **Student Evaluation Survey:** This solution will support the creation and delivery of Student Evaluation Surveys. A

tabbed UI should provide simple wizard experience for creating and managing forms. This wizard will include the ability to create a survey from an existing survey, save an existing survey to a new template or create a new survey from template or from blank slate. Additionally, the survey solution will support the inclusion of survey questions that support adding a tag to support header groups for the survey report. The survey will also support multiple distributions (e.g. multiple responses to the same survey). User selection for survey distribution will support filtering on SIS characteristics to create a narrowed down list of survey participants. Survey participant filter criteria will persist with the survey for future survey use. The survey will be provided via email system and will be part of the student dashboard system (providing student dashboard system supports "add in" code to render surveys to a student). (See Exhibit G.)

- 5.6.2.2 **Student Evaluation Reports:** This solution will encompass standard reports that will include: summary data (e.g. class, summary response rate, etc...), tabular reporting that includes group by header using survey "tags", question response average, question response average compared to standard values (e.g. department, program, class, etc.)
- 5.6.2.3 **Strategic Planning Survey and Report:** This solution will include two processes for capturing related data. The first process will capture organizational improvement objectives. The second process will provide the ability to enter a class [year], map to multiple objective areas, and provide literal values related to the response. Reporting must allow an authorized user to select an organizational improvement objective and provide a custom layout report that includes all related classes and corresponding literal values. (See Exhibits D, E, and F.)
- 5.6.2.4 **Project Management:** Awarded Vendor will provide status review meetings to discuss development progression and to clarify and unresolved issues.
- 5.6.2.5 **Summary of Deliverables:**
  - 5.6.2.5.1 Student Evaluation Survey Solution
  - 5.6.2.5.2 Student Evaluation Reporting Solution

5.6.2.5.3 Strategic Planning Evaluation and Reporting Solution

5.6.3 Awarded Vendor will provide a deployment Proof of Concept (POC) using developed code on existing server hardware housed at SBCJC. The POC will be based on a simple installation of Microsoft Office SharePoint for the purpose of rendering functionality of the developed code. The deployment will be used in an evaluative way by the four colleges involved in the pilot for the purpose of verifying the proof of concept.

5.6.3.1 **POC System Deployment:** Awarded Vendor will include onsite SharePoint platform deployment. (Assumption is that Client will provide hardware and OS installation such that system is networked with access to directory services, storage, internal network and external network (extranet).)

5.6.3.2 **Solution Deployment:** Deploy custom coded solutions to the farm, validate and add test data.

5.6.3.2.1 Design test data.

5.6.3.2.2 Test the solution.

5.6.3.3 Knowledge transfer must take place by allowing SBCJC staff to participate in the installation and deployment of the solution.

5.6.3.4 All major deployment steps must include SBCJC technical staff and documentation created detailing such steps.

6. **Experience Requirements for Proposed Individuals**

Vendor must be aware the specifications listed below are minimum requirements. Should the Vendor choose to propose consultant(s) who exceed the requirements, it is the Vendor's responsibility to specify in what manner the proposed consultant(s) exceeds requirements.

The SBCJC plans to validate these skill sets through interviews.

6.1 Individual proposed for the Project Manager and any additional personnel required to complete necessary requirements. The Project Manager must have verifiable working experience in the following areas.

	<b>Technical Skill Set</b>	<b>Minimum Requirement</b>
6.1.1	Needs assessment and functional analysis to define and	60 months

	document systems requirements including processing, reporting, data, business process re-engineering, workflows, and performance requirements	
6.1.2	Preparing functional specifications to meet customer's business needs	60 months
6.1.3	Design of test data to ensure resulting system meets customer's needs	60 months
6.1.4	Performing various levels of application testing to ensure solution produces correct results	60 months
6.1.5	Developing user management and security protocols within the test environment	36 months
6.1.6	Providing system and user training and knowledge transfer for system support post-implementation	36 months
6.1.7	Working knowledge of multi-instance deployments, including direct experience in projects related to specific needs within the platform.	36 months
6.1.8	Developing user documentation, including system reference manuals and training materials.	36 months

6.2 Individual proposed for the Business Analyst position must have the following business skills.

	<b>Business Skill Set/Requirements</b>	
6.2.1	Ability to effectively communicate in English verbally and in writing	
6.2.2	Ability to interact with functional users and technical staff regarding business and information technology needs	
6.2.3	Ability to listen and solve problems	
6.2.4	Ability to work effectively as a member of a fast-tracked team	
6.2.5	Ability to quickly and effectively manage multiple tasks	
6.2.6	Ability to effectively manage time	
6.2.7	Ability to work independently under the supervision of the project manager	

- 6.3 Individual proposed for the Project Manager position may be given additional consideration for one or more of the following experiences.

<b>Technical/Business Skill Set</b>	
6.3.1	Consulting experience in Mississippi State Government, with prior consulting relationships with State Agencies and/or Institutions of Higher Learning.
6.3.2	Experience developing software for Microsoft's Higher Education Group.
6.3.3	Knowledge of Learning Management Systems.
6.3.4	Knowledge of the Mississippi Community and Junior College System and should be aware of existing data needs.

- 6.4 Qualifications for Technical Consultants

- 6.4.1 Individuals proposed for the team must collectively have verifiable working experience in the following areas.

	<b>Technical Skill Set</b>	<b>Minimum Requirement</b>
<b>6.4.1.1</b>	<b>Window Server</b>	
6.4.1.1.1	Installation, configuration, and management of Windows Server	60 months
<b>6.4.1.2</b>	<b>Microsoft Active Directory</b>	
6.4.1.2.1	Hands-on experience with Windows Active Directory: installing, architecture/designing, configuring, and troubleshooting	36 months
<b>6.4.1.3</b>	<b>SQL Server Enterprise</b>	
6.4.1.3.1	Experience with SQL Server 7.0 or later: architecture/designing, installing, configuring, and troubleshooting	36 months
6.4.1.3.2	SQL Server 2008: installing, configuring, and troubleshooting	12 months

6.4.1.3.3	Demonstrated technical expertise in one of these areas: Implementation and Maintenance, Database Development, or Business Intelligence	36 months
<b>6.4.1.4</b>	<b>Microsoft Office SharePoint</b>	
6.4.1.4.1	Extensive hands-on experience installing Microsoft Office SharePoint and SharePoint Applications	36 months
6.4.1.4.2	Extensive hands-on experience developing custom applications for SharePoint	36 months
6.4.1.4.3	In-depth understanding of Office SharePoint technology and products design and architecture along with ASP.NET, Windows Server, Microsoft Internet Information Services (IIS), and other core technologies upon which Office SharePoint depends	36 months
6.4.1.4.4	Thorough understanding of ASP.NET, Windows Server, Microsoft Internet Information Services (IIS), and other core technologies upon which SharePoint depends	36 months

6.4.2 Individuals proposed for the Technical positions must have the following business skills.

	<b>Business Skill Set/Requirements</b>
6.4.2.1	Ability to effectively communicate in English verbally and in writing
6.4.2.2	Ability to interact with functional users and technical staff regarding business and information technology needs
6.4.2.3	Ability to listen and solve problems
6.4.2.4	Ability to work effectively as a member of a fast-tracked team
6.4.2.5	Ability to quickly and effectively manage multiple tasks

6.4.2.6	Ability to effectively manage time
6.4.2.7	Ability to work independently under the supervision of the project manager

- 6.5 Individuals scoring less than 70% of telephone interview points may be eliminated from further consideration.
- 6.6 Proposed individuals may be required to attend an on-site interview with State Board for Community and Junior Colleges. All costs associated with the on-site interview will be the responsibility of the Vendor. Individual(s) proposed must be available for an on-site interview with a 7 calendar day notice from SBCJC.
- 6.7 Individuals scoring less than 80% of on-site interview points may be eliminated from further consideration.

**7. Vendor Requirements and Qualifications**

- 7.1 The Vendor must disclose if any of the personnel proposed for this project are independent consultants, subcontractors, or acting in a capacity other than an employee of the Vendor submitting the proposal.
- 7.2 The Vendor must describe previous implementations of similar scope and size with other governmental entities. Vendor must include information regarding adherence to schedule, budget, and quality.
- 7.3 The Vendor must provide a list of current governmental clients.
- 7.4 The Vendor must describe the issue resolution and escalation process that will be used within the Vendor’s organization to resolve any problems or issues that may arise during the course of the project.
- 7.5 The Vendor must provide a description of his organization with sufficient information to substantiate proven expertise in the products and services being requested in this RFP. Information to be provided includes, but is not limited to:
  - 7.5.1 The location of its principal office and the number of executive and professional personnel employed at this office;
  - 7.5.2 The number of years the Vendor has been in business;
  - 7.5.3 The number of years the Vendor has been providing the products and services being proposed;
  - 7.5.4 The organization’s size (e.g., employees, offices, locations) and structure (e.g., state, national, or international organization);

- 7.5.5 The Vendor’s relationship to any parent firms, sister firms, or subsidiaries;
  - 7.5.6 Disclosure of any company restructurings, mergers, and acquisitions over the past 3 years that have impacted any products the Vendor has included in this proposal;
  - 7.5.7 If incorporated, the Vendor must provide the name and the state of incorporation; and
  - 7.5.8 Vendor must provide a name, title, address, telephone number and e-mail for the “Notice” article of the contract.
- 7.6 Vendor must certify that proposed individual(s) have read, understand, and acknowledge the RFP requirements.
  - 7.7 The Vendor must indicate the number of implementations his company has performed in the past three years for the products and services being proposed for customer-hosted installations.

**8. Installation/Training/Knowledge Transfer/Warranty/QA**

The Vendor must provide estimated hours to complete the following required project tasks. Vendors must provide cost as a fixed-price deliverable based solution, regardless of the estimated hours presented below.

Required Project Tasks	Estimated Effort to Complete (hours)
Planning for the development of a customized proof of concept	
Development of environment	
Deployment of customized modules	

**9. Scoring Methodology**

- 9.1 SBCJC will use any or all of the following categories in developing a scoring mechanism for this RFP prior to receipt of proposals. All information provided by the Vendors, as well as any other information available to evaluation team, will be used to evaluate the proposals.
  - 9.1.1 Cost
  - 9.1.2 Technical specifications
  - 9.1.3 Implementation, Training, and Support

- 9.1.4 Vendor Qualifications
  - 9.1.5 Experience
  - 9.1.6 Interview
  - 9.1.7 Value-Add
- 9.2 Each category included in the scoring mechanism is assigned a weight between one and 100. The sum of all categories, other than Value-Add, will equal 100 possible points. Value-Add is defined as product(s) or service(s), exclusive of the stated functional and technical requirements and provided to the State at no additional charge, which, in the sole judgment of the State, provide both benefit and value to the State significant enough to distinguish the proposal and merit the award of additional points. A Value-Add rating between 0 and 5 may be assigned based on the assessment of the evaluation team. These points will be added to the total score.

**10. Cost Submission**

- 10.1 Vendor must propose all costs for a turnkey solution, including verification/certification, installation, implementation/configuration, training, knowledge transfer, and all travel/per diem in the *Cost Information Submission* (Section VIII).
- 10.2 The Vendor's cost must be a fixed-price deliverable based solution.
- 10.3 Vendor must identify all expected payment deliverables in the project work plan as described in Section VII, Technical Specifications, Item 5.1, Project Work Plan.
- 10.4 Vendor should be aware that the SBCJC will pay by the deliverable/milestone for this project as invoiced according to the project work plan, subject to 20% retainage per deliverable. Retainage will be released in a lump sum thirty (30) days after final acceptance of the proposed solution.
- 10.5 Vendor must propose their change order rate in the *Cost Information Submission* (Section VIII).

**SECTION VIII  
 COST INFORMATION SUBMISSION**

Vendors must propose a summary of all applicable project costs in the matrix that follows. The matrix must be supplemented by a cost itemization fully detailing the basis of each cost category. The level of detail must address the following elements as applicable: item, description, quantity, retail, discount, extension, and deliverable. Any cost not listed in this section may result in the Vendor providing those products or services at no charge to the SBCJC or face disqualification.

The Vendor must propose a fixed-priced deliverables-based cost for the Microsoft Office SharePoint modules serving as a Proof of Concept.

<b>FIXED-PRICED DELIVERABLES-BASED</b>	
<b>IMPLEMENTATION ENVIRONMENT DELIVERABLES</b>	<b>COST</b>
<b>Planning Phase</b>	
<b>Conducting Interviews for Needs Assessment</b>	\$
<b>Development of Key Deliverables for Project Outline</b>	\$
<b>Total Planning Costs</b>	\$
	\$
<b>Development Phase</b>	\$
<b>Developing Student Surveys</b>	\$
<b>Developing Evaluation Reports</b>	\$
<b>Project Management and Test Data</b>	\$
<b>Total Development Costs</b>	\$
	\$
<b>Deployment</b>	\$
<b>Placing Content into SharePoint Platform</b>	\$
<b>Creating User Structure and Management</b>	\$
<b>Implementing Security Protocols</b>	\$
<b>Total Deployment Costs</b>	\$
	\$
	\$
<b>Total Project Cost</b>	\$

## **SECTION IX REFERENCES**

Please return the following Reference Forms, and if applicable, Subcontractor Reference Forms.

### **1. References**

- 1.1 The Vendor must provide at least three (3) references consisting of Vendor accounts that the SBCJC may contact. Required information includes name, address, telephone number, and length of time the account has been a reference. Forms for providing reference information are included on the next page. The Vendor must make arrangements in advance with the account references so that they may be contacted at the Project team's convenience without further clearance or Vendor intercession. Failure to provide this information in the manner described may subject the Vendor's proposal to being rated unfavorably relative to these criteria or disqualified altogether at the SBCJC's sole discretion.
- 1.2 References should be based on the following profiles and be able to substantiate the following information from both management and technical viewpoints:
  - 1.2.1 The reference installation must be similar in function and size to the agency/institution for which this RFP is issued;
  - 1.2.2 The reference installation product/service must be configured similarly or identically to this RFP; and
  - 1.2.3 The reference installation must have been operational for at least six (6) months.
  - 1.2.4 Additional reference requirements:
    - 1.2.4.1 There are no additional reference requirements for this RFP.

### **2. Subcontractors**

The Vendor's proposal must identify any subcontractor that will be used and include the name of the company, telephone number, contact person, type of work subcontractor will perform, number of certified employees to perform said work, and three (3) references for whom the subcontractor has performed work that the SBCJC may contact. Forms for providing subcontractor information and references are included at the end of this section. The Vendor must note that the same requirements found in the References section apply to subcontractors.

**REFERENCE FORM**

**Complete three (3) Reference Forms.**

- Contact Name:
- Company Name:
- Address:
- Phone #:
- E-Mail:
- Project Start Date:
- Project End Date:

Description of product/services/project, including start and end dates:

**SUBCONTRACTOR REFERENCE FORM**

**Complete a separate form for each subcontractor proposed.**

Contact Name:  
Company name:  
Address:  
Phone #:  
E-Mail:

Scope of services/products to be provided by subcontractor:

**Complete three (3) Reference Forms for each Subcontractor.**

Contact Name:  
Company name:  
Address:  
Phone #:  
E-Mail:  
Description of product/services/project, including start and end dates:

**EXHIBIT A  
STANDARD CONTRACT**

A properly executed contract is a requirement of this RFP. After an award has been made, it will be necessary for the winning Vendor to execute a contract with SBCJC. The inclusion of this contract does not preclude SBCJC from, at its sole discretion, negotiating additional terms and conditions with the selected Vendor(s) specific to the projects covered by this RFP.

If Vendor cannot comply with any term or condition of this Standard Contract, Vendor must list and explain each specific exception on the *Proposal Exception Summary Form* included in Section V.

**PROJECT NUMBER 201001  
PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
INSERT VENDOR NAME  
AND  
STATE BOARD FOR COMMUNITY AND JUNIOR COLLEGES**

This Professional Services Agreement (hereinafter referred to as “Agreement”) is entered into by and between **INSERT VENDOR NAME**, a **INSERT STATE OF INCORPORATION** corporation having its principal place of business at **INSERT VENDOR STREET ADDRESS** (hereinafter referred to as “Contractor”), and State Board for Community and Junior Colleges having its principal place of business at 3825 Ridgewood Rd, Suite 519, Jackson, Mississippi 39211 (hereinafter referred to as “SBCJC”), SBCJC is sometimes referred to herein as “State” and “Customer”.

**WHEREAS**, Customer, pursuant to Request for Proposals (“RFP”) No. 201001 requested proposals from a Vendor with advanced skills in building customized modules on the Microsoft Office SharePoint platform for the use of conducting surveys, collaborating on strategic planning initiatives, and meeting business intelligence needs for Institutional Effectiveness personnel at four Mississippi Community and Junior Colleges.

**WHEREAS**, Contractor was the successful proposer in an open, fair and competitive procurement process to provide the services described herein;

**NOW THEREFORE**, in consideration of the mutual understandings, promises and agreements set forth, the parties hereto agree as follows:

**ARTICLE 1 PERIOD OF PERFORMANCE**

**1.1** Unless this Agreement is extended by mutual agreement or terminated as prescribed elsewhere herein, this Agreement shall begin on the date it is signed by all parties and shall

continue until the close of business on **INSERT DATE**. At the end of the initial term, this agreement may, upon the written agreement of the parties, be renewed for an additional term, the length of which will be agreed upon by the parties.

**1.2** This Agreement will become a binding obligation on the SBCJC only upon the issuance of a valid purchase order by the Customer following contract execution and the issuance by ITS of the CP-1 Acquisition Approval Document.

## **ARTICLE 2 SCOPE OF SERVICES**

Contractor shall perform all work as specified in RFP No. 201001 and Contractor's proposal, as accepted by SBCJC, in response thereto, which are both incorporated herein by reference. A summary of the work to be performed is set forth in the Payment Schedule and Deliverables List attached hereto as Exhibit A. Contractor will be allowed to work on-site at Customer's offices in Jackson, Mississippi during normal business hours Monday thru Friday under direction of Ray Smith Assistant Executive Director of Information Technology, and certain work may be performed off-site if it can be demonstrated to the Customer's satisfaction that the off-site work provides a savings to the Customer and that the work done off-site does not interfere with or slow the progress of the project or reduce the quality of the work. Contractor accepts full responsibility for all problems arising out of a decision to perform off-site work.

## **ARTICLE 3 CONSIDERATION AND METHOD OF PAYMENT**

**3.1** Except as provided in the Change Order Rate and Procedure Article of this Agreement, the total compensation to be paid to the Contractor by the Customer for all products, services, travel, performances and expenses under this Agreement shall not exceed the fixed price of **\$INSERT AMOUNT**, and shall be payable as set forth in the attached Exhibit A. Authorization of payments is subject to the written approval of the Customer.

**3.2** Customer shall have five (5) 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 deficiencies, the Contractor shall correct such deficiencies within five (5) working days unless the Customer consents in writing to a longer period of time.

**3.3** The Contractor and the Customer agree to the deliverable schedule as set forth in the Payment Schedule and Deliverables List included as Exhibit A to this Agreement. The Contractor will receive payment in the amount indicated in Article 3.1 herein, less retainage to be withheld in accordance with the Retainage Article herein, upon written acceptance by the Customer of each of the deliverables defined therein. The parties agree that as the project work plan is revised by written agreement of the parties during the term of this Agreement, the anticipated dates for acceptance of deliverables and for the corresponding payments to the

Contractor, but not the amounts of those payments, may likewise be revised only by written agreement of the parties.

**3.4** Upon written acceptance, as set forth in Article 3.2 herein, by the Customer of a deliverable which has an associated payment, the Contractor will invoice the Customer for the invoice amount of that payment as indicated in the attached Exhibit A, less retainage to be withheld in accordance with the Retainage Article herein. Contractor shall certify that the billing is true and correct. Contractor shall submit invoices and supporting documentation electronically to Customer during the term of this Agreement using the processes and procedures identified by the State. Customer agrees to pay Contractor in accordance with Mississippi law on “Timely Payments for Purchases by Public Bodies,” Sections 31-7-301, et seq. of the 1972 Mississippi Code Annotated, as amended, which generally provides for payment of undisputed amounts by the State within forty-five (45) days of receipt of the invoice. Contractor understands and agrees that Customer is exempt from the payment of taxes. All payments should be made in United States currency. Payments by SBCJC using the Statewide Automated Accounting System (“SAAS”) shall be made and remittance information provided electronically as directed by the State of Mississippi. These payments by SAAS agencies shall be deposited into the bank account of the Contractor’s choice. No payment, including final payment, shall be construed as acceptance of defective products or incomplete work, and the Contractor shall remain responsible and liable for full performance in strict compliance with the contract documents specified in the article herein titled “Entire Agreement.”

**3.5** Acceptance by the Contractor of the last payment from the Customer shall operate as a release of all claims against the SBCJC by the Contractor and any subcontractors or other persons supplying labor or materials used in the performance of the work under this Agreement.

#### **ARTICLE 4 WARRANTIES**

**4.1** The Contractor represents and warrants that its services hereunder shall be performed by competent personnel and shall be of professional quality consistent with generally accepted industry standards for the performance of such services and shall comply in all respects with the requirements of this Agreement. For any breach of this warranty, the Contractor shall, for a period of ninety (90) days from performance of the service, perform the services again, at no cost to Customer, or if Contractor is unable to perform the services as warranted, Contractor shall reimburse Customer the fees paid to Contractor for the unsatisfactory services.

**4.2** Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act, Section 71-11-1, et seq. of the Mississippi Code Annotated (Supp2008), and will register and participate in the status verification system for all newly hired employees. 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 and, upon request of the State, to provide a copy of each such verification to the State. Contractor further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. Contractor understands and agrees that any breach of these warranties may subject Contractor to the following: (a) termination of this Agreement 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, or (b) 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 (c) both. In the event of such termination/cancellation, Contractor would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit.

**4.3** Contractor represents and warrants that no official or employee of Customer or of SBCJC, and no other public official of the State of Mississippi who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the project shall, prior to the completion of said project, voluntarily acquire any personal interest, direct or indirect, in this Agreement. The Contractor warrants that it has removed any material conflict of interest prior to the signing of this Agreement, and that it shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its responsibilities under this Agreement. The Contractor also warrants that in the performance of this Agreement no person having any such known interests shall be employed.

**4.4** The Contractor represents and warrants that no elected or appointed officer or other employee of the State of Mississippi, nor any member of or delegate to Congress has or shall benefit financially or materially from this Agreement. No individual employed by the State of Mississippi shall be admitted to any share or part of the Agreement or to any benefit that may arise therefrom. The State of Mississippi may, by written notice to the Contractor, terminate the right of the Contractor to proceed under this Agreement if it is found, after notice and hearing by the SBCJC Executive Director, that gratuities in the form of entertainment, gifts, jobs, or otherwise were offered or given by the Contractor to any officer or employee of the State of Mississippi with a view toward securing this Agreement or securing favorable treatment with respect to the award, or amending or making of any determinations with respect to the performing of such contract, provided that the existence of the facts upon which the SBCJC Executive Director makes such findings shall be in issue and may be reviewed in any competent court. In the event this Agreement is terminated under this article, the State of Mississippi shall be entitled to pursue the same remedies against the Contractor as it would pursue in the event of a breach of contract by the Contractor, including punitive damages, in addition to any other damages to which it may be entitled at law or in equity.

**ARTICLE 5 EMPLOYMENT STATUS**

**5.1** Contractor shall, during the entire term of this Agreement, be construed to be an independent contractor. Nothing in this Agreement is intended to nor shall be construed to create an employer-employee relationship, or a joint venture relationship.

**5.2** Contractor represents that it is qualified to perform the duties to be performed under this Agreement and that it has, or will secure, if needed, at its own expense, applicable personnel who shall be qualified to perform the duties required under this Agreement. Such personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of Customer.

**5.3** Any person assigned by Contractor to perform the services hereunder shall be the employee of Contractor, who shall have the sole right to hire and discharge its employee. Customer may, however, direct Contractor to replace any of its employees under this Agreement.

**5.4** Contractor shall pay when due, all salaries and wages of its employees and it accepts exclusive responsibility for the payment of federal income tax, state income tax, social security, unemployment compensation and any other withholdings that may be required. Neither Contractor nor employees of Contractor are entitled to state retirement or leave benefits.

**5.5** It is further understood that the consideration expressed herein constitutes full and complete compensation for all services and performances hereunder, and that any sum due and payable to Contractor shall be paid as a gross sum with no withholdings or deductions being made by Customer for any purpose from said contract sum, except as permitted herein in the article titled "Termination".

**ARTICLE 6 BEHAVIOR OF EMPLOYEES/SUBCONTRACTORS**

Contractor will be responsible for the behavior of all its employees and subcontractors while on the premises of any Customer location. Any employee or subcontractor acting in a manner determined by the administration of that location to be detrimental, abusive or offensive to any of the staff will be asked to leave the premises and may be suspended from further work on the premises. All Contractor employees and subcontractors who will be working at such locations shall be covered by Contractor's comprehensive general liability insurance policy.

**ARTICLE 7 MODIFICATION OR RENEGOTIATION**

This Agreement may be modified only by written agreement signed by the parties hereto, and any attempt at oral modification shall be void and of no effect. 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.

## **ARTICLE 8 AUTHORITY, ASSIGNMENT AND SUBCONTRACTS**

**8.1** In matters of proposals, negotiations, contracts, and resolution of issues and/or disputes, the parties agree that Contractor represents all contractors, third parties, and/or subcontractors Contractor has assembled for this project. The Customer is required to negotiate only with Contractor, as Contractor's commitments are binding on all proposed contractors, third parties, and subcontractors.

**8.2** Neither party may assign or otherwise transfer this Agreement or its obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld. Any attempted assignment or transfer of its obligations without such consent shall be null and void. This Agreement shall be binding upon the parties' respective successors and assigns.

**8.3** Contractor must obtain the written approval of Customer before subcontracting any portion of this Agreement. No such approval by Customer of any subcontract shall be deemed in any way to provide for the incurrence of any obligation of Customer in addition to the total fixed price agreed upon in this Agreement. All subcontracts shall incorporate the terms of this Agreement and shall be subject to the terms and conditions of this Agreement and to any conditions of approval that Customer may deem necessary.

**8.4** Contractor represents and warrants that any subcontract agreement Contractor enters into shall contain a provision advising the subcontractor that the subcontractor shall have no lien and no legal right to assert control over any funds held by the Customer, and that the subcontractor acknowledges that no privity of contract exists between the Customer and the subcontractor and that the Contractor is solely liable for any and all payments which may be due to the subcontractor pursuant to its subcontract agreement with the Contractor. The Contractor shall indemnify and hold harmless the State from and against any and all claims, demands, liabilities, suits, actions, damages, losses, costs and expenses of every kind and nature whatsoever arising as a result of Contractor's failure to pay any and all amounts due by Contractor to any subcontractor, materialman, laborer or the like.

**8.5** All subcontractors shall be bound by any negotiation, arbitration, appeal, adjudication or settlement of any dispute between the Contractor and the Customer, where such dispute affects the subcontract.

## **ARTICLE 9 AVAILABILITY OF FUNDS**

It is expressly understood and agreed that the obligation of Customer 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 for the performances required under this Agreement. If the funds anticipated for the fulfillment of this Agreement are not forthcoming, or are insufficient, either through the failure of the federal government to provide funds or of the State

of Mississippi to appropriate funds, or if there is a discontinuance or material alteration of the program under which funds were available to Customer for the payments or performance due under this Agreement, Customer shall have the right to immediately terminate this Agreement, without damage, penalty, cost or expense to Customer of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination. Customer shall have the sole right to determine whether funds are available for the payments or performances due under this Agreement.

#### **ARTICLE 10 TERMINATION**

**10.1** Notwithstanding any other provision of this Agreement to the contrary, this Agreement may be terminated, in whole or in part, as follows: (a) upon the mutual, written agreement of the parties; (b) If either party fails to comply with the terms of this Agreement, the non-defaulting party may terminate the Agreement upon the giving of thirty (30) days written notice unless the breach is cured within said thirty (30) day period; (c) Customer may terminate the Agreement in whole or in part without the assessment of any penalties upon thirty (30) days written notice to Contractor if Contractor becomes the subject of bankruptcy, reorganization, liquidation or receivership proceedings, whether voluntary or involuntary, or (d) Customer may terminate the Agreement for any reason without the assessment of any penalties after giving thirty (30) days written notice specifying the effective date thereof to Contractor. The provisions of this Article do not limit either party's right to pursue any other remedy available at law or in equity.

**10.2** In the event Customer terminates this Agreement, Contractor shall be paid for satisfactory work completed by Contractor and accepted by Customer prior to the termination. Such compensation shall be based upon the amounts set forth in the Article herein on "Consideration and Method of Payment", but in no case shall said compensation exceed the total fixed price of this Agreement.

**10.3** Notwithstanding the above, Contractor shall not be relieved of liability to Customer for damages sustained by Customer by virtue of any breach of this Agreement by Contractor, and Customer may withhold any payments to Contractor for the purpose of set off until such time as the exact amount of damages due Customer from Contractor are determined.

#### **ARTICLE 11 GOVERNING LAW**

This Agreement shall be construed and governed in accordance with the laws of the State of Mississippi and venue for the resolution of any dispute shall be Jackson, Hinds County, Mississippi. Contractor expressly agrees that under no circumstances shall Customer be obligated to pay an attorney's fee, prejudgment interest or the cost of legal action to Contractor. Further, nothing in this Agreement shall affect any statutory rights Customer may have that cannot be waived or limited by contract.

**ARTICLE 12 WAIVER**

Failure of either party hereto to insist upon strict compliance with any of the terms, covenants and conditions hereof shall not be deemed a waiver or relinquishment of any similar right or power hereunder at any subsequent time or of any other provision hereof, nor shall it be construed to be a modification of the terms of this Agreement. A waiver by the SBCJC, to be effective, must be in writing, must set out the specifics of what is being waived, and must be signed by an authorized representative of the SBCJC.

**ARTICLE 13 SEVERABILITY**

If any term or provision of this Agreement is prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law provided that the State's purpose for entering into this Agreement can be fully achieved by the remaining portions of the Agreement that have not been severed.

**ARTICLE 14 CAPTIONS**

The captions or headings in this Agreement are for convenience only, and in no way define, limit or describe the scope or intent of any provision or Article in this Agreement.

**ARTICLE 15 HOLD HARMLESS**

To the fullest extent allowed by law, Contractor shall indemnify, defend, save and hold harmless, protect and exonerate Customer and the State, its Board Members, officers, employees, agents and representatives from and against any and all claims, demands, liabilities, suits, actions, damages, losses, costs and expenses of every kind and nature whatsoever, including without limitation, court costs, investigative fees and expenses, attorney fees and claims for damages arising out of or caused by Contractor and/or its partners, principals, agents, employees or subcontractors in the performance of or failure to perform this Agreement.

**ARTICLE 16 THIRD PARTY ACTION NOTIFICATION**

Contractor shall notify Customer in writing within five (5) business days of Contractor filing bankruptcy, reorganization, liquidation or receivership proceedings or within five (5) business days of its receipt of notification of any action or suit being filed or any claim being made against Contractor or Customer by any entity that may result in litigation related in any way to this Agreement and/or which may affect the Contractor's performance under this Agreement. Failure of the Contractor to provide such written notice to Customer shall be considered a material breach of this Agreement and the Customer may, at its sole discretion, pursue its rights as set forth in the Termination Article herein and any other rights and remedies it may have at law or in equity.

**ARTICLE 17 AUTHORITY TO CONTRACT**

Contractor warrants that it is a validly organized business with valid authority to enter into this

Agreement; 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 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.

#### **ARTICLE 18 NOTICE**

Any notice required or permitted to be given under this Agreement shall be in writing and personally delivered or sent by electronic means provided that the original of such notice is sent by certified United States mail, postage prepaid, return receipt requested, or overnight courier with signed receipt, to the party to whom the notice should be given at their business address listed herein. SBCJC's address for notice is: Dr. Eric Clark, Executive Director, State Board for Community and Junior Colleges, 3825 Ridgewood Rd, Suite 519, Jackson, Mississippi 39211. The Contractor's address for notice is: **INSERT VENDOR NOTICE INFORMATION**. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

#### **ARTICLE 19 RECORD RETENTION AND ACCESS TO RECORDS**

Contractor shall establish and maintain financial records, supporting documents, statistical records and such other records as may be necessary to reflect its performance of the provisions of this Agreement. The Customer, any state or federal agency authorized to audit Customer, and/or any of their duly authorized representatives, shall have unimpeded, prompt access to this Agreement and to any of the Contractor's proposals, books, documents, papers and/or records that are pertinent to this Agreement to make audits, copies, examinations, excerpts and transcriptions at the State's or Contractor's office as applicable where such records are kept during normal business hours. All records relating to this Agreement shall be retained by the Contractor for three (3) years from the date of receipt of final payment under this Agreement. However, if any litigation or other legal action, by or for the state or federal government has begun that is not completed at the end of the three (3) year period, or if an audit finding, litigation or other legal action has not been resolved at the end of the three (3) year period, the records shall be retained until resolution.

#### **ARTICLE 20 INSURANCE**

Contractor represents that it will maintain workers' compensation insurance as prescribed by law which shall inure to the benefit of Contractor's personnel, as well as comprehensive general liability and employee fidelity bond insurance. Contractor will, upon request, furnish Customer with a certificate of conformity providing the aforesaid coverage.

#### **ARTICLE 21 DISPUTES**

Any dispute concerning a question of fact under this Agreement which is not disposed of by agreement of the Contractor and Customer, shall be decided by the Executive Director of SBCJC

or his/her designee. This decision shall be reduced to writing and a copy thereof mailed or furnished to the parties. Disagreement with such decision by either party shall not constitute a breach under the terms of this Agreement. Such disagreeing party shall be entitled to seek such other rights and remedies it may have at law or in equity.

#### **ARTICLE 22 COMPLIANCE WITH LAWS**

Contractor shall comply with, and all activities under this Agreement shall be subject to, all Customer policies and procedures, and all applicable federal, state, and local laws, regulations, policies and procedures as now existing and as may be amended or modified. Specifically, but not limited to, Contractor shall not discriminate against any employee nor shall any party be subject to discrimination in the performance of this Agreement because of race, creed, color, sex, age, national origin or disability.

#### **ARTICLE 23 CONFLICT OF INTEREST**

Contractor shall notify the Customer of any potential conflict of interest resulting from the representation of or service to other clients. If such conflict cannot be resolved to the Customer's satisfaction, the Customer reserves the right to terminate this Agreement.

#### **ARTICLE 24 SOVEREIGN IMMUNITY**

By entering into this Agreement with Contractor, the State of Mississippi does in no way waive its sovereign immunities or defenses as provided by law.

#### **ARTICLE 25 CONFIDENTIAL INFORMATION**

**25.1** Contractor shall treat all Customer data and information to which it has access by its performance under this Agreement as confidential and shall not disclose such data or information to a third party without specific written consent of Customer. In the event that Contractor 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 such information, Contractor shall promptly inform Customer and thereafter respond in conformity with such subpoena to the extent mandated by state and/or federal laws, rules and regulations. This Article shall survive the termination or completion of this Agreement and shall continue in full force and effect and shall be binding upon the Contractor and its agents, employees, successors, assigns, subcontractors or any party or entity claiming an interest in this Agreement on behalf of, or under the rights of the Contractor following any termination or completion of this Agreement.

**25.2** With the exception of any attached exhibits which are labeled as "confidential", the parties understand and agree that this Agreement does not constitute confidential information, and may be reproduced and distributed by the SBCJC without notification to Contractor. SBCJC will provide third party notice to Contractor of any requests received by SBCJC for any such confidential exhibits so as to allow Contractor the opportunity to protect the information by court

order.

#### **ARTICLE 26 EFFECT OF SIGNATURE**

Each person signing this Agreement represents that he or she has read the Agreement in its entirety, understands its terms, is duly authorized to execute this Agreement on behalf of the parties and agrees to be bound by the terms contained herein. Accordingly, this Agreement shall not be construed or interpreted in favor of or against the State or the Contractor on the basis of draftsmanship or preparation hereof.

#### **ARTICLE 27 OWNERSHIP OF DOCUMENTS AND WORK PRODUCTS**

All data, electronic or otherwise, collected by Contractor and all documents, notes, programs, data bases (and all applications thereof), files, reports, studies, and/or other material collected and prepared by Contractor in connection with this Agreement, whether completed or in progress, shall be the property of Customer upon completion of this Agreement or upon termination of this Agreement. Customer hereby reserves all rights to the databases and all applications thereof and to any and all information and/or materials prepared in connection with this Agreement. Contractor is prohibited from use of the above described information and/or materials without the express written approval of Customer.

#### **ARTICLE 28 NON-SOLICITATION OF EMPLOYEES**

Contractor agrees not to employ or to solicit for employment, directly or indirectly, any of the Customer's employees until at least one (1) year after the expiration/termination of this Agreement unless mutually agreed to the contrary in writing by the Customer and the Contractor and provided that such an agreement between these two entities is not a violation of the laws of the State of Mississippi or the federal government.

#### **ARTICLE 29 ENTIRE AGREEMENT**

**29.1** This Contract constitutes the entire agreement of the parties with respect to the subject matter contained herein and supersedes and replaces any and all prior negotiations, understandings and agreements, written or oral, between the parties relating thereto. The RFP No. 201001 and Contractor's Proposal in response to RFP No. 201001 are hereby incorporated into and made a part of this Contract.

**29.2** The Contract made by and between the parties hereto shall consist of, and precedence is hereby established by the order of the following:

- A. This Agreement signed by the parties hereto;
- B. Any exhibits attached to this Agreement;
- C. RFP No. 201001 and written addenda, and
- D. Contractor's Proposal, as accepted by Customer, in response to RFP No. 201001.

**29.3** The intent of the above listed documents is to include all items necessary for the proper execution and completion of the services by the Contractor. The documents are complementary, and what is required by one shall be binding as if required by all. A higher order document shall supersede a lower order document to the extent necessary to resolve any conflict or inconsistency arising under the various provisions thereof; provided, however, that in the event an issue is addressed in one of the above mentioned documents but is not addressed in another of such documents, no conflict or inconsistency shall be deemed to occur by reason thereof. The documents listed above are shown in descending order of priority, that is, the highest document begins with the first listed document (“A. This Agreement”) and the lowest document is listed last (“D. Contractor’s Proposal”).

**ARTICLE 30 STATE PROPERTY**

Contractor shall be responsible for the proper custody of any Customer-owned property furnished for Contractor’s use in connection with work performed pursuant to this Agreement. Contractor shall reimburse the Customer for any loss or damage, normal wear and tear excepted.

**ARTICLE 31 SURVIVAL**

Articles 4, 11, 15, 19, 24, 25, 27, 28, and all other articles which, by their express terms so survive or which should so reasonably survive, shall survive any termination or expiration of this Agreement.

**ARTICLE 32 DEBARMENT AND SUSPENSION CERTIFICATION**

Contractor certifies that neither it nor its principals: (a) are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency; (b) have, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against them 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; violation of federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; (c) are presently indicted of or otherwise criminally or civilly charged by a governmental entity with the 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; violation of federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property, and (d) have, within a three (3) year period preceding this Agreement, had one or more public transaction (federal, state or local) terminated for cause or default.

**ARTICLE 33 SPECIAL TERMS AND CONDITIONS**

It is understood and agreed by the parties to this Agreement that there are no special terms and conditions.

#### **ARTICLE 34 NETWORK SECURITY**

Contractor and Customer understand and agree that the State of Mississippi's Enterprise Security Policy mandates that all remote access to and/or from the State network must be accomplished via a Virtual Private Network (VPN). If remote access is required at any time during the life of this Agreement, Contractor and Customer agree to implement/maintain a VPN for this connectivity. This required VPN must be IPSec-capable (ESP tunnel mode) and will terminate on a Cisco VPN-capable device (i.e. VPN concentrator, PIX firewall, etc.) on the State's premises. Contractor agrees that it must, at its expense, implement/maintain a compatible hardware/software solution to terminate the specified VPN on the Contractor's premises. The parties further understand and agree that the State protocol standard and architecture are based on industry-standard security protocols and manufacturer engaged at the time of contract execution. The State reserves the right to introduce a new protocol and architecture standard and require the Contractor to comply with same, in the event the industry introduces a more secure, robust protocol to replace IPSec/ESP and/or there is a change in the manufacturer engaged.

#### **ARTICLE 35 PERSONNEL ASSIGNMENT GUARANTEE**

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.

### **ARTICLE 36 RETAINAGE**

To secure the Contractor's performance under this Agreement, the Contractor agrees the Customer shall hold back as retainage twenty percent (20 %) of each amount payable under this Agreement. The retainage amount will continue to be held until final acceptance of the deliverables by the Customer.

### **ARTICLE 37 CHANGE ORDER RATE AND PROCEDURE**

**37.1** It is understood that the SBCJC may, at any time, by a written order, make changes in the scope of the project. No changes in scope are to be conducted or performed by the Contractor except by the express written approval of the SBCJC. The Contractor shall be obligated to perform all changes requested by the Customer which have no price or schedule effect.

**37.2** The Contractor shall have no obligation to proceed with any change that has a price or schedule effect until the parties have mutually agreed in writing thereto. Neither the SBCJC nor the Contractor shall be obligated to execute such a change order; if no such change order is executed, the Contractor shall not be obliged or authorized to perform services beyond the scope of this Agreement and the contract documents. All executed change orders shall be incorporated into previously defined deliverables.

**37.3** With respect to any change orders issued in accordance with this Article, the Contractor shall be compensated for work performed under a change order according to the hourly change order rate specified in Contractor's proposal in response to RFP No. 201001 which is incorporated herein. If there is a service that is not defined in the change order rate, the Contractor and the SBCJC will negotiate the rate. The Contractor agrees that each change order rate shall be a "fully loaded" rate, that is, it includes the cost of all materials, travel expenses, per diem, and all other expenses and incidentals incurred by the Contractor in the performance of the change order. The Contractor shall invoice the Customer upon acceptance by the Customer of all work documented in the change order, and the Customer shall pay invoice amounts on the terms set forth in this Agreement.

**37.4** Upon agreement of the parties to enter into a change order, the parties will execute such a change order setting forth in reasonable detail the work to be performed thereunder, the revisions necessary to the specifications or performance schedules of any affected project work plan, and the estimated number of professional services hours that will be necessary to implement the work contemplated therein. The price of the work to be performed under any change order will be determined based upon the change order rate; however, the change order will be issued for a total fixed dollar amount and may not be exceeded regardless of the number of hours actually

expended by the Contractor to complete the work required by that change order. The project work plan will be revised as necessary.

**37.5** The Contractor will include in the progress reports delivered under this Agreement the status of work performed under all then current change orders.

**37.6** In the event the Contractor and the SBCJC enter into a change order which increases or decreases the time required for the performance of any part of the work under this Agreement, the Contractor shall submit to the Customer a revised version of the project work plan clearly indicating all changes at least five (5) working days prior to implementing any such changes.

**37.7** The Customer shall promptly review all revised project work plans submitted under this Agreement and shall notify the Contractor of its approval or disapproval, in whole or in part, of the proposed revisions, stating with particularity all grounds for any disapproval, within ten (10) working days of receiving the revisions from the Contractor. If the Customer fails to respond in such time period or any extension thereof, the Customer shall be deemed to have approved the revised project work plan.

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

**State Board for Community and Junior  
Colleges**

**INSERT VENDOR NAME**

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

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

**Printed Name: Dr. Eric Clark**

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

**Title: Executive Director**

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

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


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

**EXHIBIT A**  
**Payment Schedule and Deliverables List**

**EXHIBIT B**  
**EXPERIENCE INFORMATION AND REFERENCE WORKBOOK - BUSINESS ANALYST**

**EXHIBIT C**  
**EXPERIENCE INFORMATION AND REFERENCE WORKBOOK – TECHNICAL POSITIONS**

## EXHIBIT D

	<h3 style="margin: 0;">2009 – 2013 Strategic Plan</h3> <h3 style="margin: 0;">Program/Unit Planning Document <small>Revised 2/09</small></h3>
<b>Name of Program/Unit</b>	BLANK FORM
<b>Program Director(s)</b>	
<b>Plan Period</b>	2009 - 2010
<b>College Mission</b>	
<p>East Mississippi Community College is a public community college serving six counties in East Central Mississippi offering university-parallel programs, career-technical programs, and workforce programs. EMCC is dedicated to improving the quality of life of our students, our community, and our personnel. As a catalyst for progress and innovation, we promote the development of individuals in mind, body, and spirit for lives of integrity, fulfillment, leadership, and service to the community. The fulfillment of our mission is premised on the following values:</p> <ol style="list-style-type: none"> <li>1. excellence in education and a commitment to lifelong learning</li> <li>2. freedom in teaching in a supportive and caring environment</li> <li>3. providing access to opportunities</li> <li>4. dignity, diversity, and respect for self and others</li> <li>5. responsiveness to the rights and responsibilities of citizenship</li> </ol>	
<b>Institutional Goals</b>	
<b>Goal 1</b>	Andrea to review/revise goals
<b>Goal 2</b>	
<b>Goal 3</b>	
<b>Goal 4</b>	
<b>Goal 5</b>	
<b>Goal 6</b>	
<b>Goal 7</b>	
<b>Goal 8</b>	
<b>Goal 9</b>	
<b>Goal 10</b>	
<b>Objective 1</b>	<i>Identify a problem and goal within the program/unit.</i>
<i>A. Identify strengths/pros and weaknesses/cons within the program/unit.</i>	
<i>Strengths/Pros: (list below)</i>	<i>Weaknesses/Cons: (list below)</i>
<i>B. Identify team members involved in the process.</i>	
<i>C. Identify and prioritize a plan of action/strategies (include costs/resources &amp; assigned</i>	

*responsibilities).*

*D. Means of assessment (evaluation procedure and frequency).*

*E. Explain how your strategic program/unit planning supports and ties to the College Mission and Institutional Goals. (see page 1).*

**Objective 1** *Close Loop.*

*F. Evaluation/assessment results (Leave blank until plan period ends).*

*G. Use of results (feedback for future planning) (Leave blank until plan period ends).*

**Objective 2** *Identify a problem and goal within the program/unit.*

*A. Identify strengths/pros and weaknesses/cons within the program/unit.*

*Strengths/Pros: (list below)*

*Weaknesses/Cons: (list below)*

*B. Identify team members involved in the process.*

*C. Identify and prioritize a plan of action/strategies (include costs/resources & assigned responsibilities).*

*D. Means of assessment (evaluation procedure and frequency).*

*E. Explain how your strategic program/unit planning supports and ties to the College Mission and Institutional Goals. (see page 1).*

**Objective 2** *Close Loop.*

*F. Evaluation/assessment results (Leave blank until plan period ends).*

*G. Use of results (feedback for future planning) (Leave blank until plan period ends).*

**Objective 3** *Identify a problem and goal within the program/unit.*

*A. Identify strengths/pros and weaknesses/cons within the program/unit.*

<i>Strengths/Pros: (list below)</i>	<i>Weaknesses/Cons: (list below)</i>
<i>B. Identify team members involved in the process.</i>	
<i>C. <u>Identify and prioritize</u> a plan of action/strategies (include costs/resources &amp; assigned responsibilities).</i>	
<i>D. Means of assessment (evaluation procedure and frequency).</i>	
<i>E. Explain how your strategic program/unit planning <u>supports</u> and <u>ties</u> to the College Mission and Institutional Goals. (see page 1).</i>	
<b>Objective 3</b>	<b><i>Close Loop.</i></b>
<i>F. Evaluation/assessment results (Leave blank until plan period ends).</i>	
<i>G. Use of results (feedback for future planning) (Leave blank until plan period ends).</i>	

## EXHIBIT E

EMCC QEP Outcomes	Quantitative Assessment	Qualitative Assessment	Benchmarks/Criteria	Fall 2008 Baseline	Fall 2009
<b>Goal 1</b> <b>Enhance/Improve Teaching at EMCC.</b>	1) Faculty WIN & Assessment Outcomes (scores)		a) Faculty evaluation scores > 75% able to demonstrate score of 3.5+ on a rating scale of 1-5	a) 94% scored 3.5+	a) 97% scored at 3.5+
	2) Prospectus/Syllabus assessment of problem-solving activities related to course content		a) Increase in problem solving activities reflected in course syllabus > range of 1-3 activities b) Phase in problem solving activities each term beginning fall 2009 at a minimum of 5 to meet benchmark criteria range 1-3. c) One-Third of all courses for AA and AAS will meet benchmark by Fall 2010	a) Of 4 target courses, initial assessment found 4 activities in 3 courses and 2 activities in one course for a total of 14 activities b) N/A c) measured fall 2010	a) Of 4 target courses, assessment found 4 activities in 5 courses and one activity in 11 timeline courses for a total of 31 activities. b) N/A c) measured fall 2010
		3) <b>Instructional Activity Observation Form</b> – Questions 7- 8	a) Increase student engagement - evidenced by a 75% affirmative response	a) measured spring 09	a) Q7=100% Q8=100%
		4) <b>Faculty Survey</b> of target classes - Question 1	a) Increase student engagement - evidenced by 75% at 2.5+ on a scale of 1-4	a) 87.9 % at 2.5+	a) 92.1% at 2.5+
		5) <b>Instructional Activity Observation Form</b> – Questions 1- 6	a) Improved teaching (delivery) - evidenced by a 75% affirmative response	a) measured spring 09	a) Q1=100% Q2=100% Q3=100% Q4=100% Q5=100% Q6=100%
		6) <b>Pre-QEP Faculty Survey</b> – (Questions 1-3) compared to <b>Post-QEP Faculty Survey</b> – (Questions 1-3)	a) Improved teaching (delivery) - evidenced by QEP Post Survey - Overall score will increase by a minimum one point (1.0) to reflect an overall score of 3.81 based on fall 2008 baseline data. Post QEP administered Fall 2011	a) Q1=2.89 Q2=2.61 Q3=2.95 Pre-QEP overall score =2.81	Post QEP administered Fall 2011
		7) <b>Graduate Survey</b> to students seeking AA/AAS - Questions 10, 13, 24, and 25	a) Improved teaching (delivery) - evidenced by scores with overall minimum response of 3.0+ on a rating scale of 1-4	a) Q10=3.24 Q13=3.38 Q24=3.37 Q25=3.34 overall response=3.33	a) Q10=3.3 Q13=3.34 Q24=3.26 Q25=3.30 overall response=3.30

QEP Outcome	Quantitative Assessment	Qualitative Assessment	Benchmarks/Criteria	Fall 2008 Baseline	Fall 2009
<b>Goal 2</b> Enhance/Improve Student Learning at EMCC.					
<b>SLO 1</b> Students will use specific problem solving strategies in appropriate circumstances to define a problem, examine the problem, suggest possible solutions, and extend the meaning of the solution to related situations.	1) <b>WorkKeys</b> Assessment Outcomes (score) for <b>Applied Math</b>		a) 75% of scores which reflect <b>Level 4+ (scale of 1-7)</b>	a)69% of scores at Level 4+	a)79% of scores at Level 4+
	2) <b>WorkKeys</b> Assessment Outcomes (score) for <b>Teamwork</b>		a) 75% of scores which reflect <b>Level 4+ (scale of 1-6)</b>	a)40% of scores at Level 4+	a)56% of scores at Level 4+
	3) <b>Faculty Team Report</b> – Section 1 - <i>Questions 1-4</i> , based on Rubric		a) An expected gain of 25% by comparing pre problem solving scores to post problem solving scores as reported by instructor  b) 75% to be competent or better after completion of <b>Activity 4</b>	A)Q1=22.4% gain Q2=31.1% gain Q3=24.2% gain Q4=24.1% gain  b)Q1=78.4%competent or better Q2=75.1% competent or better Q3=72% competent or better Q4=70.2% competent or better	A)Q1=24.1% gain Q2=33.3% gain Q3=25.1% gain Q4=24.9% gain  b)Q1= 80.1% competent or better Q2=75% competent or better Q3=76%competent or better Q4=76% competent or better
	8) <b>Graduation Exit Exam</b> – <i>Questions 2,4,7,8,9,11,18,19,21,24,33,34,35 and 36</i>		a) Minimum acceptable response of 75% correct	a)Q2=90% Q4=57.4 Q7=75.2 Q8=24.7 Q9=49.5 Q11=53.4 Q15=80.2 Q16=89.1 Q18=65.3 Q20=86.1 Q29=89.1 Q30=93 Q31=93 Q32=92 Overall=74.1%	a)Q2=87% Q4=79% Q7=77% Q8=23% (sentence) Q9=88% Q11=55% (word math) Q18=73% Q19=91% Q21=71% Q24=80% (graphs) Q33=90% Q34=92% Q35=93% Q36=95% Overall=78.14%
		4) <b>Faculty Survey</b> to target class faculty – <i>Questions 3 - 6</i>	a) Acceptable average response > 2.5+ on a rating scale of 1-4	a)Q3=2.67 Q4=2.5 Q5=2.53 Q6=2.17 average response=2.46	a)Q3=3.05 Q4=3.0 Q5=2.84 Q6=2.52 average response=2.85
		5) <b>Course Student Survey</b> to target class students – <i>Questions 1 - 4</i>	a) Acceptable average response > 2.5+ on a rating scale of 1-4	a)Q1=3.26 Q2=3.24 Q3=3.27 Q4=3.16 average response=3.23	a)Q1=3.36 Q2=3.34 Q3=3.31 Q4=3.25 average response=3.32
		6) <b>Graduate Survey</b> to students seeking AA/AAS –	a) Acceptable average response > 2.5+ on a rating scale of 1-4	a)Q14=3.25 Q15=3.28 Q16=3.35 Q17=3.37 Q18=3.24 Q24=3.37	a)Q14=3.38 Q15=3.29 Q16=3.31 Q17=3.28 Q18=3.18 Q24=3.27

		<i>Questions 14-18, and 24</i>		average response=3.31	average response=3.29
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<b>QEP Outcome</b>	<b>Quantitative Assessment</b>	<b>Qualitative Assessment</b>	<b>Benchmarks/Criteria</b>	<b>Fall 2008 Baseline</b>	<b>Fall 2009</b>
<b>SLO 2</b> Students will function as a contributing member of a team and demonstrate the ability to assume diverse team member roles to include Leader, Facilitator, Recorder, Timekeeper, and Team member.	1) <b>Graduation Exit Exam</b> – <i>Question 40</i>		a) Minimum acceptable response of 75% correct	a)Leader=50.49% Facilitator=36.6% Recorder=79.2% Timekeeper=56.4% Team member=90% Overall score=62.5%	a)Leader=41% Facilitator=43% Recorder=85% Timekeeper=57% Team member=94% Overall score=64%
	2) <b>Faculty Team Report</b> – Section 2 – <i>Questions 1 – 6</i>		a) 75% to be competent or better after completion of <b>Activity 3</b> as reported by instructor	a)Q1=85.3%competent or better Q2=85.0% competent or better Q3=78.3% competent or better Q4=84.9% competent or better Q5=75.4% competent or better Q6=85.8%	a)Q1=86% competent or better Q2=88% competent or better Q3=77% competent or better Q4=87% competent or better Q5=77% competent or better Q6=85%
		3) <b>Faculty Survey</b> to target class faculty – <i>Questions 9 - 13</i>	a) Acceptable average response > 2.5+ on a rating scale of 1-4	a)Q9=2.53 Q10=2.33 Q11=2.90 Q12=2.73 Q13=2.96 Average response=2.69	a)Q9=3.0 Q10=2.84 Q11=3.21 Q12=2.95 Q13=3.16 Average response=3.03
		4) <b>Course Student Survey</b> to target class students – <i>Questions 9 - 13</i>	a) Acceptable average response > 2.5+ on a rating scale of 1-4	a)Q9=3.15 Q10=3.11 Q11=3.07 Q12=3.03 Q13=3.3 Average response=3.13	a)Q9=3.24 Q10=3.18 Q11=3.17 Q12=3.16 Q13=3.39 Average response=3.23
		5) <b>Graduate Survey</b> to students seeking AA/AAS – <i>Questions 19 - 23</i>	a) Acceptable average response > 2.5+ on a rating scale of 1-4	a)Q19=3.39 Q20=3.27 Q21=3.16 Q22=3.18 Q23=3.36 Average response=3.27	a)Q19=3.31 Q20=3.20 Q21=3.04 Q22=3.30 Q23=3.27 Average response=3.23
<b>SLO 3</b> Students will identify both task functions and team functions in team problem solving activities and relate individual team members' roles to the impact/effect on overall task accomplishment of the team.	1) <b>Graduation Exit Exam</b> – <i>Question 40</i>		a)Positive outcome evidenced by minimum acceptable response 75% correct	a) a)Leader=50.49% Facilitator=36.6% Recorder=79.2% Timekeeper=56.4% Team member=90% average response =62.5%	a)Leader=41% Facilitator=43% Recorder=85% Timekeeper=57% Team member=94% Overall score=64%
	2) <b>Faculty Team Report</b> – Section 3 – <i>Questions 1 - 5</i>		a) Positive outcome evidenced by score of 75% to be competent or better after completion of Activity 3 as reported by instructor	a) competent or better Q1=85.3% Q2=85.3% Q3=75.4% Q4=85.8% Q5=85.8%	a) competent or better Q1=89% Q2=86% Q3=77% Q4=88% Q5=89%
	3) <b>WorkKeys Assessment Outcomes</b> (score) for		a)75% Scores which reflect level 4+ (scale of 1-6)	a)40% scored at Level 4+	a) 56% scored at Level 4+

	<b>Teamwork</b>				
		4) <b>Faculty Survey</b> to target class faculty – <i>Question 14</i>	a) Acceptable average response > 2.5+ on a rating scale of 1-4	a)average response of 2.93	a)average response of 3.32
		5) <b>Course Student Survey</b> to target class students – <i>Questions 15 - 16</i>	a) Acceptable average response > 2.5+ on a rating scale of 1-4	a)Q15=3.36 Q16=3.30 Average response =3.33	a)Q15=3.45 Q16=3.48 Average response =3.47
		6) <b>Graduate Survey</b> to students seeking AA/AAS – <i>Questions 14, 25, and 29</i>	a) Acceptable average response > 2.5+ on a rating scale of 1-4	a)Q14=3.25 Q25=3.34 Q29=3.39 Average response =3.32	a)Q14=3.38 Q25=3.30 Q29=3.41 Average response =3.36
<p>Fall 09 WorkKeys data:          Graduates: 38 Bronze, 18 Gold, 7 below Bronze, 58 Silver          LLS 1311: 854 enrolled, 50 withdrawn, 120 bronze, 43 Gold, 215 Silver, 30 below Bronze and 396 did not take/finish Workkeys (for spring will award grade of “F” for student who fails to attempt testing component of course)          Faculty: Reading for Information: 99% scored at 4 or higher          Staff: Reading for Information: 90% scored at level 4 of higher. 12 FT employees did not take</p>					

## EXHIBIT F

Institutional Effectiveness Performance Indicator Matrix . Baseline compared to Fall 09/Sp 2010

Student Learning						
Institutional Goal (IG)/Institutional Objective (IO)	Performance Indicator	Goal/benchmarks	Standard	Data Source/Data Results	Data Date	Goal Attained
IG=1,4,7 & 10  IO=4	A-1 Job Placement	80%	80% of Career/Technical students will be positively placed	<u>SBCJC Program Performance report</u> revealed for 2007-08 year: Job placement was 87.41 %	SP- May	<u>Yes attained-2007-08 = 87.41%</u> <b>08-09=</b>
IG=1, 4, 7	A-2 Collegiate General Education Core Outcomes/Competencies	A minimum of 70% of degree seeking graduates will demonstrate competency for each general education core outcome as evidenced by General Education Outcome assessment matrix of benchmarks/criteria being met.	A minimum of 70% of degree seeking graduates will demonstrate competency for each general education core outcome as evidenced by General Education Outcome assessment matrix of benchmarks/criteria being met.	<u>The assessment matrix and analysis of the attainment</u> of general education core competencies revealed the following competencies were attained (Yes or No) based on benchmark of 70%: ----- →	FA, SP,	<u>Reading Comprehension attainment-</u> FA 08=NO, SP 09=NO, FA 09=NO  <u>Critical Thinking attainment-</u> FA 08=NO, SP 09=NO, FA 09=Yes  <u>Information Literacy attainment-</u> FA 08=NO, SP 09=Yes, FA 09=Yes  <u>Oral Communication attainment-</u> FA 08=Yes, SP 09=Yes, FA 09=Yes  <u>Written Communication attainment-</u> FA 08=Yes, SP 09=Yes, FA 09=Yes  <u>Problem Solving attainment-</u> FA 08=No, SP 09=Yes, FA 09=Yes

						<u>Quantitative Literacy attainment-</u> FA 08=No, SP 09=Yes, FA 09=Yes  <u>Technological Competence attainment-</u> FA 08=Yes, SP 09=Yes, FA 09=Yes
IG=1,4,7 & 10	A-3 Licensure Pass Rates	80%	80% of EMCC students who complete instructional programs designed to prepare them for licensure examinations will pass licensure exams on the first write	<u>Report from CT- Instruction</u> reveals: The percentage of students for the following programs passed licensure exams on the first write: ____program at ____%	FA	?
IG=1, 2, 5, 7, 10	A-4 Academic Performance After Transfer	2.80 sp 08 native GPA	The GPA average of EMCC transfer students will equal or exceed the GPA of native students (2.80)	<u>SBCJC Program Performance Report</u> Spring 08 data: EMCC=2.55 Statewide system=2.74	SP	<u>Not attained.</u> Possible grade scale issue. Spring 09 data not reported until later
IG=1, 3, 7, 9 IO=2	A-5 Assessment of Student Learning Outcomes (Traditional & DL)	100%	Attainment of Student Learning Outcomes will be assessed in 100% of degree program courses.	<u>District SLO Report by Course</u> Attainment of student learning outcomes was assessed in 100% of program courses.	SP	08-09 100% attained 09-2010 reported in May
<b>Student Success</b>						
IG=1,4,7 & 10 IO=4	B-1 Graduation Rates	22% (national =20)	The college will maintain a overall graduation rate equivalent to or better than national average	<u>IPEDS REPORTS</u> =23% 2008 feedback report (07-08 data) IPEDS REPORTS= 17%for 2009 feedback report (08-09 data)	FA- Oct	<u>Yes attained</u> at 07-08 at 23% <u>No.</u> rates for 08-09 at 17%. 26% transfer out rate.
IG=1,2, 3,4,7 &	B-2 Drop Out Recovery	EMCC Adult Basic	EMCC Adult Basic	<u>ABE Report</u>	SP	08-09 baseline

10 IO=10	(ABE)	Education will show an increase annually in the number of students served and the number of GED completers.	Education will show an increase annually in the number of students served and the number of GED awarded	For year 08-09 EMCC served 1083 students and awarded 159 GED diplomas		EMCC served 1083 students and awarded 159 GED diplomas  <u>09-2010</u> Served____ Awarded__GED diplomas
IG=1,2, 3,4,7 & 10 IO=10	B-3 Retention	EMCC retention rates for students will improve annually.  Students enrolled fall and return the following fall. ( <i>subtract graduates</i> )  Enrolled fall and return spring. ( <i>subtract graduates</i> )  % of students who complete courses)	EMCC will demonstrate an increase in retention rates for the following: a. Fall enrolled returning for spring (non graduates) b. Overall Course retention rates c. Fall-fall retention	<u>IE Retention Data</u> a. Fall 08 to spring 09 students Retention =75% b. Overall Course retention CT=90% Overall Course retention Academics=84% c. Fall 08-Fall 09=48% d. FA 08 Distance Learning Retention rate=75%	FA	<u>Fall 07 baseline:</u> Retention/returning students = 75%  <b><u>Fall 08 results:</u></b> <b>NO</b> change: Returning students: College Retention =75%  Course retention CT=90%  Course retention Academics=84% Distance Learning retention rate=75% <hr/> <b><u>Fall 09 results:</u></b> Returning students: Fall 09-SP 10 College Retention =72% Fall 08-Fall 09-48%  Course retention CT=____  Course retention Academics=____ FA 09 Distance Learning retention rate=77%
	B-4 Student Success-Remedial Courses	The student success rate (grade of C or	EMCC will demonstrate an		FA	<b><u>Fall 08: Baseline</u></b> ENG 1013-55%

		better) of each remedial course will improve annually	improvement in student success (“C” or better) in each remedial course annually			ENG 1023-45% MAT 1103-42% MAT 1203-38% MAT 1233-40% REA 1103-42% REA 1203-45% <b>Fall 09:</b> ENG 1013-59% ENG 1023-40% MAT 1103-55% MAT 1203-39% MAT 1233-45% REA 1103-61% REA 1203-69%
	B-5 Student Success rate-Distance Learning	The overall student success rate in distance learning will be 70% +.	EMCC will demonstrate an overall success rate in distance learning courses of 70%+.	<b><u>Enrollment Tool Success Rate Data</u></b>	FA	<u>Fall 08</u> -80% Success <u>Fall 09</u> -79% success rate
<b>Student Enrollment</b>						
IG=1, 2, 3, 4, 5,9,10  IO=5 IO=9	C-1Fall Enrollment Numbers	Annual increase	EMCC will experience an increase in Fall headcount enrollment annually. (Reported by degree, District, FT and PT)	<u>Institutional Data</u> EMCC experienced a 4.13% increase in fall enrollment for 2008 year as compared to fall enrollment for year 2007. <b>Fall 07 data will serve as a baseline.</b>	FA	<b>Fall 07 as baseline Total=4010</b> Academic=3250 Technical=621 Career=139  <b><u>YES attained: Fall 08</u></b> enrollment =4176 SIS Enrollment by program and status is as follows: Fall 08 Academic=3479 Technical=548 Vocational =149 <b><u>Fall 09=5144-Yes attained</u></b> Enrollment by program and status is as follows: Fall 09 Academic=4275

						Technical=682 Vocational =187
IG=1, 2, 3, 4, 5,9,10 IO=5	C-2 Dual Enrollment	Annual increase	EMCC will experience an increase in dual enrolled students annually.	<u>Institutional Data</u> EMCC dual enrollment experienced an increase in dual enrolled students from 86 in 2007-2008 as compared to 177 dual enrolled students for year 2008-2009.	SP	<u>Baseline 07-08=86</u> <u>YES attained: 2008-2009=177 students</u> <u>2009-2010</u>
<b>Improvement</b>						
IG=1, 2, 3, 4, 5, 6, 7, 8, 9, 10 IO=2	D-1 Continuous Improvement	100%	100% of EMCC instructional and non-instructional programs and services (program planning units of strategic plan) will demonstrate planning and assessment of programs and services, as verified by the IE report (close loop) of planning and assessment, for continuous improvement.	<u>Institutional Effectiveness Report</u> 100% of EMCC instructional and non-instructional programs and services (program planning units of strategic plan) will demonstrate planning and assessment of programs and services, as verified by the IE report (close loop) of planning and assessment, for continuous improvement.	SP	<u>YES attained: 100% 08-09</u>
IG=1, 5, 7,7,9 IO=3	D-2 FT Faculty Professional Development	100%	100% of FT faculty will participate in professional development activities annually	<u>Employee Evaluation by supervisor</u> 100 % of FT faculty participated in professional development activities as evidenced by Professional development portion of employee evaluation	SP	<u>YES attained: 2008-2009 to include Inservice Days &amp; KeyTrain Skill assessment training.</u>  2009-2010 results____
	D-2 Distance Learning Faculty Development Opportunities	A minimum of 3 professional development	A minimum of 3 professional development	<u>Professional Development Opportunity Announcement</u> A minimum of 3	SP	<u>08-09: 3 MSVCC sessions offered and local Blackboard</u>

		opportunities annually	opportunities will be offered to DL faculty annually	professional development opportunities will be offered to DL faculty annually		training provided_101 DL faculty engaged in professional development 09-2010:
IG=1, 5, 7,7,9 IO=3	D-3 Employee Annual Evaluations	95%	95% of FT faculty and staff will be evaluated at a overall satisfactory level of 2 “meets expectations” out of a highest score of 3 “exceeds expectations”.	<u>Employee Evaluation</u> by supervisor 2008-2009- 97% rated as 2 “meets expectations” or better out of 3 “exceeds expectations”.	SP	<u>YES attained:</u> 2008-2009  2009-2010 results____
IG=1, 5, 7,7,9	D-4 Faculty Performance	90% with evaluation score of 3.5+	90% of EMCC faculty will demonstrate superior teaching as evidenced by student evaluation of faculty with a score of 3.5 or higher out of 5.	<u>Student Evaluation of Faculty Report</u> Faculty evaluation results show 94% of faculty demonstrated superior teaching with an evaluation score of 3.5 or better out of 5.	FA	<u>YES attained:</u> 2008-09 evaluations=94% <u>YES attained:</u> 2009-2010- 97% of faculty scored at 3.5 or better.
	D-4 Faculty Performance-Distance Learning	Overall instructor evaluation rating of 3.0+	Overall distance learning instructor evaluation rating of 3.0+	<u>MSVCC EMCC Course Evaluation</u>	FA	<u>YES attained:</u> Fall 08-3.65 <u>YES attained:</u> Fall 09-3.65
IG=1, 5, 7,7,9	D-5 Faculty Qualifications	100% qualified	100% of faculty will be qualified to teach in their assigned courses	<u>Faculty Roster</u> The 2009-2010 year faculty roster shows 100%% of instructional faculty are qualified to teach their assigned courses.	FA SP	<u>YES attained:</u> 100% 2008-2009  <u>YES attained:</u> 100% 2009-2010
IG=1,2,4,5,10 IO=8	D-6 Technology	Implement at a minimum of 1	EMCC will implement at least one new technology annually to improve instruction and student services	<u>Technology Data VP Miller:</u> Implementation of technology included Colleague 2008-2009	SP	<u>YES attained:</u> 2008-2009: Colleague implementation <u>YES attained:</u> 2009-2010: Leo active campus portal....
<b>Resource Management</b>						
IG=1,6,7,8	E-1 Distribution/Utilization of Resources	100%	Budget compliance and audit record will	<u>VP Gard: Audit Report</u> Report for 2008-2009 year	SP	<u>YES attained</u> 2008-2009- 100% compliance

			show 100% compliance	revealed 100% compliance.		
IG=5,6 IO=7	E-2 Facility Adequacy	80%	User satisfaction as measured by the Employee & Student Campus Climate Survey will meet or exceed an 80% average rating of excellent, good or neutral on questions to address facilities.	<u>Employee &amp; Student Campus Climate Survey</u> Data from the Employee & Student Campus Climate Survey reveals 88% of employees and 89% of students reported facilities as excellent, good or neutral	SP	<u>Yes attained.</u> 2008-2009 Data from the Employee & Student Campus Climate Survey reveals 88% of employees and 89% of students reported facilities as excellent, good or neutral
IG=5,6 IO=7	E-2 Facility Improvements	Remodeling or construction at GT and SC of 1 facility	EMCC will remodel or construct at least 1 facility at SC and GTC campus annually	<u>VP Stokes &amp; Miller Operations Report</u> For year 2008-2009 EMCC remodeling and/or construction projects included the following: Scooba: Baseball and softball field construction GT: renovation of lab and office space to accommodate new ADN program	SP	<u>YES attained</u> -2008-2009 EMCC remodeling and/or construction projects included the following: Scooba: Baseball and softball field construction GT: renovation of lab and office space to accommodate new ADN program
IG=1,6,7,8	E-3 Acquisition of Public Resources	Increase in public resources annually from the previous year	Local county support will increase annually	VP Gard.....SBCJC Statistical Data Report and institutional data indicate the local county support for EMCC is _____ which is _____ than from the previous year.	SP	<u>Baseline: 08-09</u> County support (\$) = Clay- 311,402.79 Kemper- 127,563.63 Lauderdale-160,715.11 Lowndes-986,367.89 Noxubee-172,421.71 Oktibbeha-556,357.44 Total support = 2,314,828.57
IG=1,6,7,8	E-4 FTE	increase in FTE annually	EMCC will exhibit an increase in FTE by annually.	<u>SBCJC Statistical Data or Institution data</u> Fall 07 FTE=1917.6	FA	Fall 07 FTE=1917.6 Fall 08 FTE=4026.58 <u>YES attained</u> - Increase

				Fall 08 FTE=4026.58 Increase of 2108.98 Fall 09=5059		of 2108.98 Fall 09=5059- Yes attained
<b>Satisfaction</b>						
IG=1, 2,3,4,5,6,7,8,9,10	F-1 Student Satisfaction	80% strongly or very strongly	80% of students surveyed would strongly or very strongly recommend EMCC to prospective students	<u>Graduate Survey</u> 88% of students surveyed in 08-09 would strongly/very strongly recommend EMCC to prospective students	SP	<u>YES attained:</u> 08-09 results:88%
IG=4,5	F-2 Employee Satisfaction	80%	80% of Employees surveyed rated overall satisfaction with job as “Agree”	<u>The Employee Satisfaction survey</u> Results for 2008-2009 show 88% of Employees surveyed rated overall satisfaction with job as “Agree”	SP	<u>YES attained:</u> 88%
	F-3 Student Services – Distance Learning	Average rating of 3.0+	MSVCC student services survey section II. Average rating on each question at 3.0+	<u>MSVCC Student Services Survey</u> Fall 08 Results= lowest rating was 3.5 (contact with personnel) Fall 09 results=lowest rating was 3.24 (contact with personnel)	FA	Fall 08: <u>Yes attained</u> Fall 09: <u>Yes attained</u>
	F-4 Course Quality-Distance Learning	(a) 75% response as equal to or better than traditional  (b) Average rating of 3.0+ (out of 4)	(a) Course Evaluation:	(a) <u>MSVCC Course Evaluation</u> Faculty response at ___% equal to or better than traditional Student response at ___% equal to or better than traditional  (b) Course evaluation overall rate by student	FA	Fall 08: student-82% Faculty-82% Fall 09- student-80% Faculty-80%  (c) Fall 08-3.62 Fall 09- 3.65
	F-5 Student Services-	70% of students with average rating of 4+(good+)		<u>Student Campus Climate</u>	SP	<u>YES attained:</u> 08-09 results at 70% at rating of 4+
	F-6 Library Resources	Average rating of 2.0+(good)		<u>EMCC Library Survey &amp; MSVCC Student Services</u>	SP	Fall 08- Students- Faculty-2.06

				<u>Survey &amp; MSVCC EMCC Course Evaluation</u> <i>Overall rating of library</i>		Fall 09-average response is 2.06 <u>MSVCC Student services</u> section III (7) Faculty-2.05
	F-7 Technology-Distance Learning	Average rating of 3.0+		<u>MSVCC Student Services (section IV)</u> “Technology functioned properly and technology support was available to me”. <u>MSVCC Faculty Survey (section VI)</u> “Technology functioned properly and technology support was available to me”.	SP	Fall 08- Students-average response is 3.6 Faculty-3.6 Fall 09-students average rating 3.5 Faculty-3.65
<b>Workforce Services</b>						
IG=4,5,8	G-1 Workforce Training	EMCC will demonstrate an increase in training hours delivered and Number of trainees served annually	EMCC will demonstrate an increase in training hours delivered and Number of trainees served annually	<u>Workforce Institutional Data Report</u> For year 08-09 results show EMCC delivered 1,023,200 number of training hours and served 5756 number of trainees	SP	<u>08-09 data as baseline.</u> EMCC delivered 1,023,200 number of training hours and served 5756 number of trainee
IG=4,5,8	G-2 Business & Industry Job Skill Preparedness	Increase in number of CRCs annually from previous year	EMCC will demonstrate an annual increase the number of Career readiness certificates earned by EMCC affiliated individuals	<u>CRC Report: Institutional Data</u> # of CRC issues by SBCJC to EMCC for 08-09 was 1554 which is an increase of 1186 from 07-08	SP	07-08 results =368 <u>Yes attained:</u> # of CRC issues by SBCJC to EMCC for 08-09 was 1554 which is an increase of 1186 from 07-08
IG=4,5,8 IO=6	G-3 Partnerships	Participate in a minimum of 1 partnership from each EMCC county each year	EMCC will participate in at least one partnership in each of the six EMCC counties	<u>Workforce Partnership Report</u> For year 08-09 EMCC participated in the following partnerships for each county: Kemper-7	SP	08-09: <u>YES attained</u> Kemper-7 Clay-7 Noxubee-5 Lauderdale-5 Lowndes-24

				Clay-7 Noxubee-5 Lauderdale-5 Lowndes-24 Oktribbeha-10		Oktribbeha-10
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## EXHIBIT G

Course Survey Statistic 2/15/10 2:11 PM  
https://sbcjweb.sbcjc.cc.ms.us/enrollment/Survey/ByCourseSurvey.asp Page 1 of 5

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Christian Pruett - Administrator

# COURSE EVALUATION

ACC 1213 0002

Fall 2010

## I. GENERAL INFORMATION Total = 1

**1. Based on your experience, how do you rate the quality of online instruction compares with traditional classroom courses**

**2. Based on your experience, How do you feel the integrity of online instruction compares with traditional courses?**

Choice

Count Percent Choice

Count Percent

1. Online instruction Better

1 100% 1. Online instruction Integrity Better

1 100%

2. Instructional quality about the same

0 0% 2. Integrity is about the same

0 0%

3. Traditional classroom instruction

better

0 0% 3. Traditional classroom integrity is

better

0 0%

Avg. Rating = 1.00 Avg. Rating = 1.00

## II. COURSE EVALUATION

**1. This course is what you expected**

**2. Course information including course goals/objectives, grading procedures, etc... was made available to me.**

Choice

Count Percent Choice

Count Percent

4. Strongly Agree

1 100% 4. Strongly Agree

1 100%

3. Agree

0 0% 3. Agree

0 0%

2. Disagree

0 0% 2. Disagree

0 0%

1. Strongly Disagree

0 0% 1. Strongly Disagree

0 0%

0. Not Applicable

0 0% 0. Not Applicable

0 0%

Avg. Rating = 4.00 Avg. Rating = 4.00

**4. The course activities and**

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https://sbcjweb.sbcjc.cc.ms.us/enrollment/Survey/ByCourseSurvey.asp Page 2 of 5

**3. The course site was well organized and easy to navigate 4. The course activities and**

**assignments contributed to my learning.**

Choice

Count Percent Choice

Count Percent

4. Strongly Agree

1 100% 4. Strongly Agree

1 100%

3. Agree

0 0% 3. Agree

0 0%

2. Disagree

0 0% 2. Disagree

0 0%

1. Strongly Disagree

0 0% 1. Strongly Disagree

0 0%

0. Not Applicable

0 0% 0. Not Applicable

0 0%

Avg. Rating = 4.00 Avg. Rating = 4.00

**5. The textbook supported the course presentations and was appropriate.**

**6. The supplemental materials**

**(handouts, web links, study**

**guide, demonstration materials)**

**contributed to the learning**

**experience.**

Choice

Count Percent Choice

Count Percent

4. Strongly Agree

1 100% 4. Strongly Agree

1 100%

3. Agree

0 0% 3. Agree

0 0%

2. Disagree

0 0% 2. Disagree

0 0%

1. Strongly Disagree

0 0% 1. Strongly Disagree

0 0%

0. Not Applicable

0 0% 0. Not Applicable

0 0%

Avg. Rating = 4.00 Avg. Rating = 4.00

**7. The course evaluations were fair and supported the learning experience.**

Choice

Count Percent

4. Strongly Agree

1 100%

3. Agree

0 0%

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2. Disagree

0 0%

1. Strongly Disagree

0 0%

0. Not Applicable

0 0%

Avg. Rating = 4.00

**III. INTERACTION AND COMMUNICATION**

**1. I had adequate interaction with course materials. 2. I had adequate interaction with**

**the instructor.**

Choice

Count Percent Choice

Count Percent

4. Strongly Agree

1 100% 4. Strongly Agree

1 100%

3. Agree

0 0% 3. Agree

0 0%

2. Disagree

0 0% 2. Disagree

0 0%

1. Strongly Disagree

0 0% 1. Strongly Disagree

0 0%

0. Not Applicable

0 0% 0. Not Applicable

0 0%

Avg. Rating = 4.00 Avg. Rating = 4.00

**3. I had adequate interaction with other students. 4. The discussions groups were supportive of the learning experience.**

Choice

Count Percent Choice

Count Percent

4. Strongly Agree

1 100% 4. Strongly Agree

1 100%

3. Agree

0 0% 3. Agree

0 0%

2. Disagree

0 0% 2. Disagree

0 0%

1. Strongly Disagree

0 0% 1. Strongly Disagree

0 0%

0. Not Applicable

0 0% 0. Not Applicable

0 0%

Avg. Rating = 4.00 Avg. Rating = 4.00

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**5. The chat rooms were supportive of the learning experience. 6. I felt like a part of a learning community.**

Choice

Count Percent Choice

Count Percent

4. Strongly Agree

1 100% 4. Strongly Agree

1 100%

3. Agree

0 0% 3. Agree

0 0%

2. Disagree

0 0% 2. Disagree

0 0%

1. Strongly Disagree

0 0% 1. Strongly Disagree

0 0%

0. Not Applicable

0 0% 0. Not Applicable

0 0%

Avg. Rating = 4.00 Avg. Rating = 4.00

#### IV. INSTRUCTOR

**1. The instructor conducted the course in a way that accomplished the stated course objectives. 2. The instructor demonstrates a thorough knowledge of subject.**

Choice

Count Percent Choice

Count Percent

4. Strongly Agree

1 100% 4. Strongly Agree

1 100%

3. Agree

0% 3. Agree

0%

2. Disagree

0% 2. Disagree

0%

1. Strongly Disagree

0% 1. Strongly Disagree

0%

0. Not Applicable

0% 0. Not Applicable

0%

Avg. Rating = 4.00 Avg. Rating = 4.00

**3. The instructor was effective in utilizing distance learning technology. 4. The instructor responded to request for assistance in a reasonable amount of time.**

Choice

Count Percent Choice

Count Percent

4. Strongly Agree

1 100% 4. Strongly Agree

1 100%

3. Agree

0% 3. Agree

Course Survey Statistic 2/15/10 2:11 PM

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0%

2. Disagree

0% 2. Disagree

0%

1. Strongly Disagree

0% 1. Strongly Disagree

0%

0. Not Applicable

0% 0. Not Applicable

0%

Avg. Rating = 4.00 Avg. Rating = 4.00

**5. The instructor's response to course activities, assignments and graded work was timely and appropriate.**

Choice

Count Percent

4. Strongly Agree

1 100%

3. Agree

0%

2. Disagree

0%

1. Strongly Disagree

0%

0. Not Applicable

0%

Avg. Rating = 4.00