

REQUEST FOR PROPOSALS



Mathematics

Professional Development & Instructional Coaching Services

RFx# 3120002541

Submission Deadline Date:

Monday, October 31, 2022

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SECTION 1. INTRODUCTION AND OVERVIEW

1.1 Purpose and Goals

The Mississippi Department of Education (MDE), through the Office of Academic Education, issues this Request for Proposals to solicit offers from qualified, experienced, responsible and financially sound vendors to provide **Mathematics Professional Development & Instructional Coaching Services**. Proposing vendors must have the proven ability to perform all core services requested in this solicitation. A more detailed listing of services is contained in the **Scope of Services (2.1)**.

In alignment with [Title II, Part A](#), the MDE aims to increase student academic achievement that is consistent with challenging state academic standards by improving the quality and effectiveness of teachers, principals, and other school leaders; increasing the number of teachers, principals, and other school leaders who are effective in improving student academic achievement in schools; and providing low-income and minority students greater access to effective teachers, principals, and other school leaders. The MDE desires to have qualified Offerors provide prescribed mathematics professional development and instructional coaching services to selected public schools in **grades K-12** and to provide content area support, guidance, and capacity-building structures to math content area staff at the MDE.

Per the [Every Student Succeeds Act \(ESSA\) 2101\(c\)\(4\)\(xvii\)](#), the State may develop and provide professional development and other comprehensive systems of support for teachers, principals, or other school leaders to promote high-quality instruction and instructional leadership in science, technology, engineering, and mathematics subjects, including computer science.

The awarding of this contract for services and subsequent services align with the aforementioned; the Mississippi Department of Education (MDE) State Board of Education (SBE) [Goals](#) 1, 2, 4, 5, and 6; and the [MDE Coaching Model](#).

The initial contract will be awarded for a project period **up to four (4) years** with one optional renewal for **year five (5)** of the contract. All contract awards are at the discretion of the State Board of Education (SBE). Each year of the contract will be reviewed and determined annually and shall be contingent upon successful completion of the services in the preceding year's contract, availability of funding and a performance-based evaluation. This solicitation and any resulting contracts shall be governed by the applicable provisions of *the State Board of Education Contract Policies* and if required, *the Mississippi Public Procurement Review Board (PPRB), Office of Personal Service Contract Review (OPSCR) Rules and Regulations*, a copy of which is available at 501 N. West Street, Suite 701E, Jackson, Mississippi 39201 for inspection or visit [PPRB/OPSCR Rules and Regulations](#). The contract Standard Terms and Conditions has been included as Appendix B for your review and acceptance. If the Vendor objects to any of the Standard Terms and Conditions, the objection may be considered as an adequate cause for rejection without further negotiations.

A copy of this solicitation, including all appendices and any subsequent amendments, including the Question-and-Answer amendment, if issued, will be posted on the MDE [website](#) under "Public Notice" Request for Applications, Qualifications, and Proposals section. It is the sole responsibility of all interested vendors to monitor the website for updates regarding this procurement.

SECTION 2. PLAN TO ACHIEVE THE SCOPE OF SERVICES

This section contains information on services and requirements the Vendor must provide. The descriptions are **not** all-inclusive but are provided to inform you of services or requirements that may require additional planning or programming on your part. **A detailed plan is required** to respond to this solicitation to describe how the Offeror will implement and achieve the services required.

The Vendor is expected to provide the following:

2.1 Scope of Services

Technical Factors

The successful Offeror will serve as a mathematics support team to the Mississippi Department of Education (MDE) and local education agencies (LEAs) by providing cohesive, on-going, classroom-focused (job-embedded) mathematics professional development for LEAs and various program offices at the MDE; and instructional coaching services for a select number of K-12 public schools throughout the state. Said Offeror will be responsible for developing and delivering a structured framework of supports for professional development; recruiting, vetting, selecting, hiring, and deploying mathematics coaches; and for working with **existing** mathematics coaches **and/or** content area staff that **may be** employed with the MDE or that provide instructional supports in the area of mathematics on behalf of the MDE (herein referred to as “MDE content staff”.) The inclusion of MDE content staff in this project is to ensure consistent and aligned messaging and mathematics supports—internally and externally.

It is the desire of the MDE that the Offeror deploy **no less than** twenty-five (25) instructional mathematics coaches, if possible. The offeror may grow their coaching cadre, but the contract shall not exceed the specified amount. In addition, the responsible MDE program office will provide guidance to the successful Offeror on any initiatives in which the Offeror may subsequently be involved in because of this project.

The MDE reserves the right to examine the qualifications (e.g., prior experience, credentialing, licensure, recommendations, etc.) at any point in time for all mathematics coaches that the Offeror will deploy to fulfill professional development and/or instructional coaching services. This is to ensure that all coaches are qualified to provide the requested mathematics services. If the need arises, the MDE may ask for a suitable replacement to ensure that the continued services are provided by a coach with grade-level/grade band specific qualifications. Moreover, it is the request of the MDE that the successful Offeror do its due diligence in ensuring that coaching capacity is maintained for all participating schools during the project. In the event a mathematics coach is unable to fulfill or complete his/her assigned responsibilities, tasks, or duties, the Offeror will be responsible for recruiting, vetting, selecting, hiring and deploying a replacement coach—with grade-level/grade band specific qualifications—in a reasonable timeframe agreed upon between the Offeror, the MDE, and the respective LEA. These expectations will be exercised to minimize the disruption in services being provided to any LEA.

Each mathematics coach deployed by the Offeror will be assigned a **maximum** of three (3) schools (depending on the size of the school) within a designated region of the state.

Wherein the priority for coach placement within a school **may be** with novice mathematics teachers with less than 3 years of classroom teaching experience.

The instructional coaching supports must be differentiated by school, based on the needs of the teaching staff and student performance data, while maintaining rigor, engagement, and alignment to the Mississippi College- and Career-Readiness Standards (MS CCRS) for Mathematics. The MDE and the Offeror will collaborate to ensure, as much as possible, that the placement of each math coach best fits the needs of the LEA and/or region.

The successful Offeror must have documented experience and a framework for building the relationship between the coach and the leadership team within an LEA, and for strengthening the relationship between academic groups or teams of educational leaders.

Twice per school year, the successful Offeror and/or instructional coaches must be willing to present or facilitate session(s) at an agreed upon statewide-, regional-, or local- level learning or professional development opportunity being hosted by or in conjunction with the MDE, or in which MDE has been invited to support. The vendor will be allowed to select from a variety of opportunities throughout the year to meet this request. Said opportunity may be held in-person or virtually.

If there are no opportunities to provide the aforementioned statewide-, regional-, or local-level learning or professional development opportunity, the Offeror agrees to collaborate with the MDE to develop and deliver such opportunity.

The participants of said learning or professional opportunity may include any mathematics educators or administrators in the state. Given the Offeror's involvement in said learning or professional development opportunity, the MDE will work with the Offeror to inform participating schools and encourage their attendance. And, where appropriate, provide initial registration.

- All PPTs, materials, resources, handouts, etc. for said learning or professional development opportunity may be developed in conjunction with MDE content staff or solely by the Offeror and its coaches.
- All PPTs must adhere to the [MDE's PPT and branding guidelines](#).
- All PPTs, materials, resources, handouts for the aforementioned must be submitted to the MDE electronically at least 14 business days prior to delivery. And, where appropriate, modified based on feedback from the MDE.
- All PPTs, materials, resources, handouts, etc. become the property of the MDE and may be made available to Mississippi educational stakeholders.

It is the expectation of the MDE that said Offeror ensure that all mathematics professional development **and** instructional coaching services be developed **and** delivered as such:

- Grounded in evidence or research-based practices
- Aligned to the MDE Coaching Model
- Tailored to needs of the coaching program, individual coaches, participating LEAs and/or current MDE math content staff
- Grounded in and centered in the MS CCRS for Mathematics and existing (or forthcoming) MS CCRS supporting documents (e.g., the Scaffolding documents, the Instructional Planning Guides, MS Academic Assessment Program (MAAP) Assessment Blueprints, the Access for All Guide, the Mathematics Manipulative Manual, the Mathematics Instructional

- Observation Protocol, etc.)
- Not solely focused on a product, resource, ideology, or framework that has been developed by the Offeror unless said product, resource, ideology, or framework incorporates, is aligned to and/or centered on one or more MS CCRS resource(s).

Upon request, the successful Offeror and/or instructional coaches must be willing to provide mathematics content feedback on MS CCRS-resources **that may be** developed by the MDE.

In February **and/or** March of each year, the successful Offeror and/or instructional coaches shall provide, in the collaboration with the MDE, a series of professional development workshops to assist LEAs with the analysis of local-and state-level assessments to develop targeted instruction in preparation for the Spring state assessment.

In May **and** June of each year, the successful Offeror agrees to develop meaningful and purposeful enrichment activities for administrators at participating LEAs. The Offeror shall provide an overview of what said services might entail and how they will be designed in their submitted proposal. It is the request of the MDE that these services are NOT entirely done in a virtual setting, if possible.

Management Factors

The successful Offeror must identify a Project Manager (PM) with previous coaching and/or supervision experience of adults. The PM will serve as the main point of contact for this project.

The PM must have a combined documented experience no less than three years:

- working with adult learners that serve(d) in the capacity of an administrator, curriculum leader, content specialist or the like.
- working on projects of similar nature to the services described within this solicitation.
- preparing and discussing multiple types of data reports, both quantifiable **and** qualitative in nature, and delivered in a consistent, on-going manner.
 - *For example:* For professional development services, data may include, but is not limited to, how topics/content was/is selected for services, the number of educators served, training evaluation, etc.
 - *For example:* For coaching services, data may include, but is not limited to, number of students, teachers, and/or staff served; number of lessons modeled; pre- and post-assessment data from local-level assessments; coaching feedback, etc.

The successful Offeror shall be responsible for the recruitment, vetting, selection, and hiring processes for securing their coaches. The Offeror must have documented success that includes data (for example, numerical) of improving student outcomes and/or instructional practices at the local and/or state level. In their submission, the **Offeror must include a plan** that details how they will ensure coaches have:

- a. experience developing and delivering meaningful mathematics professional development for educators (veteran and novice) **and/or** pre-

service educators

- b. experience working with teachers with varying levels of experience, within schools with varying demographics, and/or within schools from varying geographical settings (i.e., rural, urban, etc.)
- c. experience working with adult learners that serve(d) in the capacity of an administrator, curriculum leader, content specialists, or the like.
- d. mathematics instructional and/or coaching background and/or experience. This background/experience may be in the form of prior mathematics classroom teaching experience **and/or** licensure/endorsements **and/or** math coaching.
 - Documented mathematics classroom teaching experience may include previous work in an inclusion classroom OR a special education classroom
 - Documented mathematics licensure / endorsement may be in a mathematics or STEM-related field
 - Documented math coaching experience must be in a K-12 setting
- e. competence in providing supports to adult learners in-person **and/or** virtually.
- f. experience and/or the ability to provide in-person modeling and/or co-teaching supports.
- g. experience in the development of lesson plans that utilize state- or LEA-adopted instructional materials.
- h. experience working with the leadership at an LEA to coordinate pre-conferences, classroom observations, and post-observations.

2.2 Contractor Prerequisites

The successful Offeror must have a proof of successful implementation of a similar program or scope of work (**preferably** at the state-level OR for a medium to large school district) in the following areas:

Professional Development Services:

- a. Developing and delivering meaningful and aligned professional development for adult learners (i.e., educators (veterans and/or novice) **and/or** pre-service educators) in the area of K-12 mathematics
- b. Working with state education agencies (SEAs) or LEAs to develop professional development materials using SEA- or LEA-adopted standards / competencies, and/or curriculum materials
- c. Having an effective means for evaluating the professional development services provided

Coaching Services:

- a. Developing, administering, and evaluating needs assessments to adult learners as a means of improving math instruction and educational deliverables
- b. Working with administrators, curriculum directors, teachers, and/or content teacher leaders to evaluate, develop, execute, and communicate an instructional plan of action based on data

- c. Working with state education agencies (SEAs) or LEAs to develop educational materials/resources
- d. A structured system for collecting, analyzing, and communicating about classroom, school, or district level data to improve or adjust coaching supports
- e. Prior experience in which a small number of coaches worked with special education educators **and/or** students in an inclusion math classroom
- f. Working with technology (i.e., calculators) and/or manipulatives to develop conceptual understanding and/or enhance the teaching and learning of mathematics
- g. Having an effective means for evaluating the instructional coaching services provided

Coordination:

- a. Coordinating travel and deployment strategies for small and/or large groups of personnel
- b. Coordinating multiple schedules and/or calendars for small and/or large groups of personnel
- c. Assigning, deploying, and maintaining electronic inventory and equipment for small or large groups of personnel (e.g., laptops, mobile hotspots, printers, etc.)
- d. Effective, frequent, and appropriate communication strategies for working with a variety of stakeholders (e.g., district/school/state leaders, educators, etc.)
- e. Working within deadlines and exercising flexibility when the need arises

2.3 Deliverables

Expected Yearly Deliverable	Expected Yearly Deliverable Timeframe
Start of Contract – End of Contract	
Participate in a professional development series hosted by the MDE on the following: <ul style="list-style-type: none"> • MDE Coaching Model • MS CCRS for Mathematics • MS CCRS Scaffolding Document • Access for All Guide • MS CCRS Parent Guides for Student Success • MS CCRS Instructional Planning Guides • Professional Growth System • Grades 3-12 Mathematics Instructional Observation Protocol 	Within thirty (30) calendar days from the start date of the contract; and at the beginning of each contract year (NOTE: This series will be conducted across several consecutive days). (Note: In the event any one coach is not available/hired by the time this series occurs, the Offeror will be responsible for providing an identical training series for said coach.)

Develop a math-specific guidance document (1 pager) that instructional math coaches may reference while providing coaching services on the aforementioned resources.	Within ten (10) calendar days of the conclusion of the aforementioned series (Note: Ensure delivery of said one-pager to all math coaches prior to their individual deployment.)
Participate in a virtual “Meet and Greet” with participating District Superintendents and his/her leadership team to discuss services that will be provided within the district.	Within thirty (30) calendar days of coach placement (Note: The MDE will help to coordinate this.)
Conduct in-person, on-site visits at all participating schools and classrooms that will receive instructional coaching services.	Within forty-five (45) calendar days of coach placement (Note: The MDE will help to coordinate this.)
Provide (and maintain) an electronic schedule identifying all PD and instructional coaching services for the upcoming months to participating teachers and administrators, and to the MDE	By the 1 st of each month
Deliver a needs assessment to be administered to each mathematics classroom teacher that will receive support at each selected school.	At the Beginning of Year (BOY) (contract/school begin date), Middle of Year (MOY) and End of Year (EOY) for each year (Note: A sample of this needs assessment <u>must be</u> submitted with proposal.)
The results of the needs assessment must be evaluated by the Offeror, and shared with the administrative team at the LEA, and the MDE	Within fourteen (14) calendar days of administration of needs assessment (Note: This can be included in the immediate, upcoming written monthly update/report to the MDE.)
Develop and execute an individualized instructional plan of action (POA) for identified teachers and/or schools, based on the needs assessment results. This plan should be reviewed twice a year and revised as needed.	Within fourteen (14) calendar days of administration of the needs assessment (Note: A sample of this needs assessment <u>must be</u> submitted with proposal.)
Deliver in-person co-teaching and/or modeling of math lessons	On-going: at least once a week during the school year, per participating school and to begin within fourteen (14) calendar days of the coach being deployed
Assist with the development of math lesson plans with participating teachers	On-going; and to begin within fourteen (14) calendar days of the coach being deployed

(Note: This may be done in-person or virtually; but must be a mutual agreement between the LEA and the Offeror.)	
Conduct monthly (in-person or virtually) meetings with the administrative team to discuss data, classroom observations, PD needs/services, coaching needs/services, etc. (Note: A copy of meeting notes should be included in the monthly report to the MDE).	By the end of each month (Note: The Offeror will need to collaborate with the administrative team at each participating school to coordinate these monthly meetings.)
Develop, deliver and, discuss a monthly report for the MDE with quantifiable and qualitative data about all services conducted during the month; ensuring said report includes specific data points about services rendered by teacher, school, LEA, etc.	By the end of each month
Present or facilitate sessions agreed upon statewide, regional, or local level learning or professional development opportunity	Two times per school year (August – June)
Develop and deliver calculator-based or manipulatives-based professional development at the grade band level (i.e., K-2, 3-5, 6-8, <u>and/or</u> 9-12). (Note: this can be done at the district-, regional, or state-level; virtually or in-person)	Two times per school year (August – June) (Note: the MDE will work with the Offeror to coordinate the best time in the school year to offer sessions.) (Note: A sample of this type of PD <u>must be</u> submitted with the proposal. This may be in the form of a PPT handout(s) or participant handout(s); and the aligned competency/standard(s) must be clearly identified in the submitted materials.)
Develop and deliver professional development workshops to assist LEAs with the analysis of local-and state-level assessments to develop targeted instruction in preparation for the Spring state assessment (Note: For this deliverable, the aforementioned calculator-based or manipulatives-based professional development may coincide with this IF conducted in March.)	February and/or March; but no later than 10 school days prior to the first test date of the Spring administration window for LEAs that have been selected for said supports (Note: the MDE will work with the Offeror to coordinate this.)
Develop and deliver meaningful and purposeful enrichment activities/professional development activities for administrators at participating LEAs (Note: Activities should include some in-person supports, if possible).	May and June (Note: An overview of what said services might entail and how they will be designed <u>must be</u> submitted with proposal.)

Develop and deliver a series of virtual trainings (no more than 1 hour each) for pre-service teachers or Educator Preparation Providers on a relevant topic of choice	<p>June, July and/or August</p> <p>(Note: the MDE will work with the Offeror to coordinate the best time in the school year to offer sessions.)</p> <p>(Note: An overview of what said services might entail and how they will be designed <u>must be</u> submitted with proposal.)</p>
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*Note: The aforementioned Deliverable Dates and method of delivery (i.e., virtually and/or in-person) may be modified if mutually agreed upon between the Offeror, the MDE, and/or the LEA in the event of unforeseen circumstances such as school closures, COVID and/or weather-related events, or other events outside of the control of either party.

2.4 Cost Data

Price

Because of the scope of this project, we believe it should be possible for different Offerors to arrive at vastly differing estimates of resources required. The highest score is assigned to the lowest cost proposed budget. All other Offerors score will be based upon a budget formula approved by the State.

Cost Factors

It is anticipated that this shall allow the Offeror to explain exactly what the State shall receive for the price and shall allow evaluators to determine the best proposals based upon the plan of action and the description of what the State shall receive in exchange for this amount. Cost Factors will be evaluated based on the following:

1. Cost of goods to be provided or services to be performed
2. Assurances of performance
3. Offeror's financial stability and strength

SECTION 3. REFERENCES

The Program Office staff and the Office of Procurement must be able to contact two (2) trade references, if required, within five (5) business days of proposal opening to ensure the Offeror is responsible, if the MDE requires additional information. (See Appendix C)

1. List up to a minimum of three (3) clients, including government clients (e.g., LEAs or SEAs), for whom your company has performed services similar to those requested in this solicitation. For each client, the list must specify:
 - a. Client name, include contact person, title (director or administrator etc.), location address, e-mail address, and phone number;
 - b. The type of work your company provided to the client; and

- c. Contract dates (beginning and end dates) your company provided services to the client.

SECTION 4. MINIMUM QUALIFICATIONS

1. The following minimum qualifications are mandatory. If, in the opinion of the MDE, the Offeror fails to prove that the proposing company meets any of these minimum qualifications, the proposal will be disqualified from further evaluation. It is the responsibility of the Offeror to submit a complete proposal on or before the submission deadline.
2. The Offeror must provide sufficient client detail to demonstrate it has significant experience in working with programs similar to scope of this solicitation. For each client, please specify the client's name, include contact person, title, location address, e-mail address, and phone number for the place of performance of the contract,
3. The Offeror must provide:
 - a. The age of the Offeror's business and average number of employees for the past five (5) years,
 - b. The abilities, qualifications, and experiences of all persons who would be assigned to provide oversight of the required services,
 - c. The required references as noted in Section 3 – References, and
 - d. The Offeror must provide a detailed plan describing how the scope of services will be planned, implemented, and achieved.
4. The Vendor shall provide all services directly related to this contract from an office(s) located in the United States. Indicate your agreement with this requirement and identify any locations outside the State of Mississippi in which you propose to provide the services described in this solicitation.
5. Include in your responses the total number of years in business and the company's experience related to the scope of work.
6. If federal funds are allocated for payment, Offeror must verify its business is not debarred.
7. Awarded vendor must agree to secure a performance bond for 100% of the awarded fiscal year contract amount or the total value of a multiple year contract for services. The performance bond shall not be waived or negotiated.

4.1 Questions and Answers

Questions must be submitted to mdavis@mdek12.org and must be received no later than Friday, **October 14, 2022, by 5:00 PM CST**, to ensure a response by the MDE. Responses to questions will be posted to the MDE website at <https://www.mdek12.org/PN/RFP> under "Public Notice" Request for Applications, Qualifications, and Proposals section as an amendment to the solicitation on/by **Tuesday, October 18, 2022**. Questions received after the deadline will not be considered for a response. It is the Offeror's sole responsibility to regularly monitor the website for amendments and/or announcements concerning this solicitation.

4.2 Acknowledgment of Amendments

The MDE reserves the right to amend this solicitation at any time. Should an amendment to the solicitation be issued, it will be posted to the MDE website at <https://www.mdek12.org/PN/RFP> under “Public Notice” Request for Applications, Qualifications, and Proposals section. Offerors must acknowledge receipt of any amendment to the solicitation by signing and returning the amendment acknowledgment form. The amendment acknowledgment form must be included in the proposal submission. Please monitor the website for amendments to the solicitation. The MDE responses to questions will be treated as amendments to the solicitation and will require acknowledgment. It is the bidder’s sole responsibility to monitor MDE website for amendments to this solicitation.

4.3 Cost of Proposal Preparation

All costs incurred by the Offeror in preparing and delivering its proposal, making presentations, and any subsequent time and travel to meet with the MDE regarding its proposal shall be borne exclusively at the Offeror’s expense.

4.4 Right to Reject, Cancel and/or Issue Another Solicitation

The MDE specifically reserves the right to reject any or all proposals received in response to the solicitation, cancel the solicitation in its entirety, or issue another solicitation.

4.5 Registration with Mississippi Secretary of State

By submitting a proposal, the Offeror certifies that it is registered to do business in the State of Mississippi as prescribed by Mississippi law and the Mississippi Secretary of State or, if not already registered, that it will do so within seven (7) business days of being notified by the MDE Office of Procurement and Contracts that it has been awarded a contract.

4.6 Debarment

By submitting a proposal, the Offeror certifies that it is not currently debarred from submitting proposals for contracts issued by any political subdivision or agency of the State of Mississippi or Federal Government and that it is not an agent of a person or entity that is currently debarred from submitting proposals for contracts issued by any political subdivision or agency of the State of Mississippi.

4.7 State Approval

It is understood that this contract may require approval by the SBE/PPRB. If required and if this contract is not approved, it is void and no payment shall be made hereunder. Every effort shall be made by the MDE to facilitate rapid approval and a start date consistent with the proposed schedule; however please note the schedule is tentative.

SECTION 5. PROCUREMENT OF CONTRACTS

5.1 Restrictions on Communications with the MDE Staff

At no time shall any Offeror or its personnel, contact or attempt to contact, any MDE staff regarding this solicitation except for the contact specified in the Questions and Answers Section. **Should it be determined that any Offeror has attempted to communicate or has**

communicated with any MDE employee outside of the Office of Academic Education regarding this solicitation, the MDE, at its discretion, shall disqualify the Offeror from submitting a proposal in response to this SOLICITATION.

5.2 Submission Requirements

Vendors may submit their proposals in one of two ways: Shipped/Mailed or via the MAGIC portal.

For proposals that are **shipped/mailed**, the proposal shall be submitted in two (2) separate notebook binders. Notebook one (1) as an original (non-redacted) version and notebook two (2) as the “blind” (redacted) version using the Required Format in the section below.

For proposals that are submitted electronically in the Mississippi Accountability Governmental Information Collaboration System (**MAGIC**) portal, the proposal shall be submitted in two (2) separate files. File one (1) as an original (non-redacted) version and file two (2) as the “blind” (redacted) version using the Required Format in the section below.

Each page of the proposal must be numbered. Multiple page attachments and samples should be numbered internally within each document and not necessarily numbered in the overall page number sequence of the entire proposal. The intent of this requirement is for the Offeror to submit all information in a manner that it is clearly referenced and easy to locate.

Shipping/Mailing Submission Required Format:

The Offeror shall provide the required format for shipping/mailling responses as follows:

Notebook One (1)

- a. An **original** hard copy (**non-redacted version**) of the proposal shall include all components and attachments required below. **Notebook one (1)** shall be labeled **ORIGINAL**. A USB shall include the **original** copy of the proposal. The searchable Microsoft Office® format, preferably in Word® or Portable Document Format (PDF®) shall be included in the side pocket of the original notebook in the format as indicated below and shall be labeled **ORIGINAL EVALUATION**.

Section components must be clearly distinguished as follows:

1. COVER PAGE Proposal Cover Sheet (Appendix A)

2. COMPONENT 1 - TECHNICAL FACTORS

- a. **Tab 1 – Cover letter and Management Summary** must provide the MDE a summary of the Offeror’s philosophy for providing the specified services.
- b. **Tab 2 – Production/Detailed Service Plan** shall provide clear and concise plan of action to encompass the minimum qualifications, implementation, deliverables, and expected outcomes/results to achieve the scope of work. Any required information that is omitted and not addressed in the minimum qualifications section will disqualify submission and will not be considered for an award.

3. COMPONENT 2 - MANAGEMENT FACTORS

- a. **Tab 3 – Resumes for Key Personnel** must include qualifications and experiences for all key personnel (e.g., the Project Manager) assigned to this project.
- b. **Tab 4 – References** must meet the requirements as set forth in the References section. (See Section 3)

4. COMPONENT 3 – COST DATA

- a. **Tab 5 – Price** must provide the MDE an overview of the proposed price for the scope of services
- b. **Tab 6 – Cost Factors** must include all associated costs that encompass all requirements of this solicitation. In order to be considered, vendors must submit a proposal that includes a budget narrative that addresses all costs for services, expenses, and products specified in the solicitation and to complete the project.

5. COMPONENT 4 – OTHER

- a. **Tab 7** – Required signed attachments and forms (Amendment (Q&A), if applicable).
- b. **Tab 8** – Any additional relevant information [not to exceed twenty-five (25) pages]

The submitted proposal packet must include the following “samples” as outlined in the Scope of Services and/or Deliverables in this solicitation.

- Sample Needs Assessment
- Sample individualized Plan of Action (POA)
- Sample calculator-based or manipulatives-based professional development (This may be in the form of a PPT handout(s) or participant handouts; and the aligned competency/standard(s) must be clearly identified in the submitted materials.)
- Sample overview of May and June Enrichment Activities for Administrators
- Sample overview of May, June and/or July professional development for pre-service teachers and/or Educator Preparation Providers (EPPs)

Notebook Two (2)

- b. A *hard copy* (**redacted version**) of the proposal shall include Component one (1) **TECHNICAL FACTORS** only. **Notebook two (2)** as indicated below shall be labeled **BLIND EVALUATION**.

Required BLIND (Redacted) Format:

- c. A USB shall include the **TECHNICAL FACTORS** as **redacted (BLIND)**. The searchable Microsoft Office® format, preferably in Word® or Portable Document Format (PDF®) shall be included in the notebook in the format as indicated below and shall be labeled **BLIND EVALUATION**. Please make sure the text cannot be seen through the redactions.

COMPONENT 1 - TECHNICAL FACTORS (BLIND)

- a. **Tab 1 – Cover letter and Management Summary** must provide the MDE a summary of the Offeror's philosophy for providing the specified services.
- b. **Tab 2 – Production/Detailed Service Plan** shall provide clear and concise plan of action to encompass the minimum qualifications, implementation, deliverables, and expected outcomes/results to achieve the scope of work. Any required information that is omitted and not addressed in the minimum qualifications section will disqualify submission and will not be considered for an award.

All vendor-identifying information **shall be removed** within the blind/redacted evaluation proposal, this includes *charts, screen shots, images, pictures, etc.* **Vendor-identifying information includes, but is not limited to:**

- any prior, current, and future names, phone numbers, or addresses of the vendor,
- any names of incumbent or former staff,
- any prior work or current work with the MDE or other State or local agencies/entities,
- any prior, current, and future webpage information, company logos, watermarks, and/or colors,
- any information, which identifies the vendor as an incumbent, and
- any other information, which would affect the blind evaluation of technical or cost factors.

The "blind" Technical Factors **shall not** include vendor pricing information, or Résumés for Key Staff. This requirement is necessary to help ensure the **anonymity** of the Offerors from the evaluation team that will review the above-mentioned sections and components of your proposal. *The "blind" /redacted hard copy, if shipped/mailed, **must align** with the searchable electronic "blind"/ redacted copy, no exceptions.* **The Blind section of the proposal containing any vendor-identifying information SHALL be disqualified and not be considered for an award.**

MAGIC Submission Required Format:

The Offeror shall provide the required format for submitting responses electronically in **MAGIC** as follows:

- d. An electronic copy (**non-redacted version**) of the proposal including all components and attachments required below in a searchable Microsoft Office® format, preferably in Word® or Portable Document Format (PDF®). The file name shall be labeled **ORIGINAL**.

Section components must be clearly distinguished as follows:

1. COVER PAGE Proposal Cover Sheet (Appendix A)

2. COMPONENT 1 - TECHNICAL FACTORS

- a. **Tab 1 – Cover letter and Management Summary** must provide the MDE a summary of the Offeror's philosophy for providing the specified services.
- b. **Tab 2 – Production/Detailed Service Plan** shall provide clear and concise plan of action to encompass the minimum qualifications, implementation, deliverables, and expected outcomes/results to achieve the scope of work. Any required information that is omitted and not addressed in the minimum qualifications section will disqualify submission and will not be considered for an award.

3. COMPONENT 2 - MANAGEMENT FACTORS

- c. **Tab 3 – Resumes for Key Personnel** must include qualifications and experiences for all key personnel assigned to this project.
- d. **Tab 4 – References** must meet the requirements as set forth in the References section. (See Section 3)

4. COMPONENT 3 – COST DATA

- c. **Tab 5 – Price** must provide the MDE an overview of the proposed price for the scope of services
- d. **Tab 6 – Cost Factors** must include all associated costs that encompass all requirements of this solicitation. In order to be considered, vendors must submit a proposal that includes a budget narrative that addresses all costs for services, expenses, and products specified in the solicitation and to complete the project.

5. COMPONENT 4 – OTHER

- e. **Tab 7** – Required signed attachments and forms (Amendment (Q&A), if applicable).
- f. **Tab 8** – Any additional relevant information [not to exceed twenty-five (25) pages]

The submitted proposal packet must include the following “samples” as outlined in the Scope of Services and/or Deliverables in this solicitation.

- Sample Needs Assessment
- Sample individualized Plan of Action (POA)
- Sample calculator-based or manipulatives-based professional development (This may be in the form of a PPT handout(s) or participant handouts; and the aligned competency/standard(s) must be clearly identified in the submitted materials.)
- Sample overview of May and June Enrichment Activities for Administrators

- Sample overview of professional development for pre-service teachers and/or educator preparation providers (EPPs)

Required BLIND (Redacted) Format:

- e. A blind electronic copy shall include the **TECHNICAL FACTORS** as **redacted (BLIND)**. The searchable Microsoft Office® format, preferably in Word® or Portable Document Format (PDF®) shall be as indicated below and shall be labeled **BLIND EVALUATION**. Please make sure the text cannot be seen through the redactions.

All vendor-identifying information **shall be removed** within the blind evaluation proposal, this includes *charts, screen shots, images, pictures, etc.* **Vendor-identifying information includes but is not limited to:**

- any prior, current, and future names, phone numbers, or addresses of the vendor,
- any names of incumbent or former staff,
- any prior work or current work with the MDE or other State or local agencies/entities,
- any prior, current, and future webpage information, company logos, watermarks, and/or colors,
- any information, which identifies the vendor as an incumbent, and,
- any other information, which would affect the blind evaluation of technical or cost factors.

The “blind” Technical Factors shall **not** include pricing information, or Résumés of Key Staff. This requirement is necessary to help ensure the **anonymity** of the Offerors from the evaluation team that will review the above-mentioned sections and components of your proposal. **The Blind section for the proposal containing vendor-identifying information SHALL be disqualified and not be considered for an award.**

Section components must be clearly distinguished as follows:

COMPONENT 1 - TECHNICAL FACTORS (BLIND)

- a. **Tab 1 – Cover letter and Management Summary** must provide the MDE a summary of the Offeror’s philosophy for providing the specified services.
- b. **Tab 2 – Production/Detailed Service Plan** shall provide a clear and concise plan of action to encompass the minimum qualifications, implementation, deliverables, and expected outcomes/results to achieve the scope of work. Any required information that is omitted and not addressed in the minimum qualifications section will disqualify submission and will not be considered for an award.
- f. If the proposal contains *confidential or trade* information, **one (1) additional confidential or trade electronic copy** of the complete proposal including all attachments shall be submitted in a searchable Microsoft Office® format, preferably in Word® or Portable Document Format (PDF), shall be labeled **CONFIDENTIAL**, and shall redact the confidential or trade information only. Please make sure the text cannot be seen through the redactions.

The third (3rd) electronic copy of the original proposal shall be labeled “Redacted” CONFIDENTIAL Proposal and must be submitted with the response by the deadline date for submission. The Offeror shall identify and redact trade secret and information which shall remain confidential throughout the proposal or the **MDE shall consider the entire Proposal to be public record.** Per Mississippi Code Annotated §25-61-9(7), the type of service to be provided, the price to be paid and the term of the contract **cannot be deemed confidential.**

The **“Redacted” CONFIDENTIAL Proposal** shall be considered public record and immediately released, without notification to Offeror, pursuant to any request under the Mississippi Public Records Act, Miss. Code Ann. §25-61-1 *et seq.* and Miss. Code Ann. §79-23-1. **If a “Redacted” CONFIDENTIAL Proposal is not received,** the original and “blind” evaluation copy shall be **used/released for any reason deemed necessary by the MDE, including but not limited to, submission to the PPRB, posting to the Transparency Mississippi website, etc.**

Modifications or additions to any portion of the procurement document may be a cause for rejection of the Proposal. The MDE reserves the right to decide, on a case-by-case basis, whether to reject a proposal with modifications or additions as non-responsive. As a precondition to proposal acceptance, the MDE may request the Offeror to withdraw or modify those portions of the proposal deemed non-responsive that do not affect quality, quantity, price, or delivery of the service. The solicitation issued by the MDE is the official version and will supersede any conflicting solicitation language subsequently submitted in proposals.

All documentation submitted in response to this solicitation and any subsequent requests for information pertaining to this solicitation shall become the property of the MDE and will not be returned to the Offeror.

If you have additional information you would like to provide, include it as Component 4 of your proposal. Failure to provide all requested information and in the required format may result in disqualification of the Proposal. All requested information is considered important. The MDE has no obligation to locate or acknowledge any information in the proposal that is not presented under the appropriate outline and in the proper location according to the instructions herein.

5.3 Proposal Submission Period

A signed proposal packet shall be submitted **electronically** via the [Mississippi Accountability Governmental Information Collaboration System \(MAGIC\)](#) no later than **Monday, October 31, 2022 by 2:00 PM Central Standard Time (CST)**. Proposals shall be submitted electronically in the Mississippi Accountability Governmental Information Collaboration System (MAGIC). Please visit and register at DFA: Mississippi Suppliers (Vendors) (ms.gov). If assistance is required, contact MASH help desk at 601-359-1343 at least 72 hours in advance of the due date for submission. Proposals received after the time designated in this solicitation shall be considered late and shall not be considered for award.

OR

An original signed proposal packet with seven (7) copies shall be **shipped/mailed** and received in a sealed envelope at the MDE no later than **Monday, October 31, 2022, by 2:00 PM Central Standard Time (CST)**. The return address label must be visible on the sealed envelope and include the name of the individual/entity submitting a response.

Shipping/Mail instructions are provided below:

MONIQUE CORLEY
Office of Procurement
The Mississippi Department of Education
Mathematics Professional Development & Instructional Coaching Services
RFx # 3120002541
500 Greymont Avenue
Suite G
Jackson, Mississippi 39202

Timely submission of the proposal package is the sole responsibility of the Offeror. It is suggested that if the proposal is shipped to the MDE, it should be tracked to require an MDE mailroom staff signature and request a return receipt/notice with signature. *Any proposal shipped or mailed **MUST be verified, date and time stamped, and recorded by an MDE mailroom staff***. The time and date of the receipt will be indicated on the sealed proposal envelope or package by the MDE mailroom staff. The only acceptable evidence to establish the time of receipt at the MDE will be identified by the time and date stamp of the MDE mailroom staff on the proposal wrapper or other documentary evidence of receipt used by the mailroom.

Packages that are delivered in person by the offeror or a representative will NOT be opened. Packages received by shipping/mail without the appropriate acceptance by the MDE mailroom staff or is received and recorded AFTER the submission deadline will NOT be considered for an award.

The MDE will not be responsible for delivery delays or lost packets. All risk of late arrival due to unanticipated delays – whether delivered by shipping or electronic method – is entirely on the Offeror. All Offerors are urged to take the possibility of delay into account when submitting their proposal and are encouraged to submit their proposals electronically via [MAGIC](#). The Offeror shall be notified as soon as practicable if their proposal was rejected and the reason for such rejection.

5.4 Important Tentative Dates

Wednesday, September 28, 2022 Wednesday, October 5, 2022	Request for Proposals release date
Friday, October 14, 2022	Deadline to submit questions and request for clarification
Tuesday, October 18, 2022	Responses to questions and request for clarification posted
Monday, October 31, 2022	Proposal submission deadline by 2:00 PM CST
Wednesday November 9 through Friday, November 11, 2022	Presentations *
Wednesday, November 16, 2022	Anticipated Date of the Notice of Intent to Award
Thursday, December 15, 2022	State Board of Education (SBE) Meeting
Wednesday, January 4, 2023	Public Procurement Review Board (PPRB) Meeting
Thursday, January 5, 2023	Contract effective date

NOTE: Adjustments to the schedule may be made as deemed necessary by the MDE.

*The program office anticipates proposers selected as finalists will make a **virtual** presentation to respond to any questions from the committee and to provide an overview of the proposed plan to

complete the scope of work outlined in the solicitation. The program office shall not be responsible for any expenses incurred by the proposer for such presentation. Due to the constraints of the solicitation timeline and the relative importance of presentations in the evaluation process, interested vendors are encouraged to be prepared to accommodate this schedule.

5.5 Acceptance of Proposals

After receipt of the proposals, the MDE reserves the right to award the contract based on the terms, conditions, premises of the solicitation, and the proposal of the selected company without negotiation.

All properly submitted proposals shall be accepted by the MDE. After the compliance review or evaluating of proposals, the MDE may request necessary amendments from all Offerors, reject any or all proposals received, or cancel this solicitation, according to the best interest of the MDE and the State of Mississippi.

The MDE also reserves the right to waive minor irregularities in proposals providing such action is in the best interest of the MDE and the State of Mississippi. A minor irregularity is defined as a variation of the solicitation which does not affect the price of the proposal or give one party an advantage or benefit not enjoyed by other parties, or adversely impacts the interest of the MDE. Where the MDE may waive minor irregularities as determined by the MDE, such waiver shall in no way modify the solicitation requirements or excuse the Offeror from full compliance with the solicitation specifications and other contract requirements should the Offeror be awarded the contract.

The MDE reserves the right to exclude any and all non-responsive proposals from any consideration for contract award. The MDE shall award a contract to the Offeror whose proposal is responsive to the solicitation and is most advantageous to the MDE, the Board, and the State of Mississippi in price, quality, and other factors considered.

5.6 Disposition of Proposal

The proposal submitted by the successful Offeror shall be incorporated into and become part of the resulting contract. All proposals received by the MDE shall upon receipt become and remain the property of the MDE. The MDE shall have the right to use all concepts contained in any proposal and this right shall not affect the solicitation or rejection of the proposal.

5.7 Modification or Withdrawal of a Proposal

Prior to the proposal submission deadline, a submitted proposal may be withdrawn by submitting a written request for its withdrawal to the MDE, signed by the Offeror.

A proposal may submit an amended proposal before the proposal submission deadline. Such amended proposals shall be a complete replacement for a previously submitted proposal and shall be clearly identified as such. The MDE shall not merge, collate, or assemble proposal materials.

Unless requested by the MDE, no other amendments, revisions, or alterations to proposals shall be accepted after the proposal submission deadline. Any submitted proposal shall remain a valid proposal for one hundred eighty (180) calendar days from the proposal submission deadline.

5.8 Rejection of Proposals

A proposal response that includes terms and conditions that do not conform to the terms and conditions specified within this solicitation is subject to rejection as non-responsive. Further, submission of a proposal that is not complete and/or unsigned is subject to rejection as non-responsive. The MDE reserves the right to permit the Offeror to withdraw nonconforming terms and conditions from its proposal response prior to a determination by the MDE of non-responsiveness based on the submission of nonconforming terms and conditions. Additional reasons for rejecting a proposal include:

1. The proposal contains unauthorized amendments to the requirements of the solicitation;
2. The proposal is conditional;
3. The proposal is incomplete or contains irregularities, which make the proposal indefinite or ambiguous;
4. The proposal did not follow the submission requirements;
5. The proposal cover sheet does not have an original or electronic authentication signature by the authorized representative;
6. The proposal contains false or misleading statements or references;
7. The Offeror is determined to be non-responsive;
8. The products or service item offered in the proposal is unacceptable by reason of its failure to meet the requirements of the specifications or permissible alternates or other acceptable criteria set forth in the solicitation;
9. The proposal is received late. Late proposals shall be maintained unopen in the procurement file;
10. The redacted proposal included vendor specific information or evidence;
11. The Offeror or representative emails the original and/or blind version of the proposal packet to an MDE staff;
12. The Offeror did not include the required searchable electronic copies;
13. The Offeror has filed business bankruptcy, been implicated in fraud and/or been debarred within the past seven (7) years;
14. The Offeror did not perform prior MDE services in an honorable and/or proper like manner;
15. The Offeror currently indebted to the State;
16. Objection with the Standard Terms and Conditions; or
17. In person delivery of proposal.

5.9 Corrections and Clarifications

The MDE reserves the right to request clarifications or corrections to proposals after the response has met the submission requirements and the response is deemed responsible for an award. Any proposal received which does not meet the requirements of this solicitation will be considered non-responsive and eliminated from further consideration.

5.10 Proposal Evaluation

All proposals received in response to this solicitation by the stated deadline will receive a comprehensive, fair, and impartial evaluation. An evaluation committee will evaluate the proposals using a two-phase process, consisting of Compliance and Analysis phases. A **100-point scoring scale** will be used in the evaluation process for proposals determined to be in compliance and responsive to the solicitation. **A minimum cut score of 80 must be obtained to be considered for an award.** The evaluation of any proposal may be suspended and/or terminated at the MDE's discretion at any point during the evaluation process at which the MDE determines that said proposal and/or Offeror fails to meet any of the mandatory requirements as

stated in this solicitation, the proposal is determined to contain fatal deficiencies to the extent that the likelihood of selection for contract negotiations is minimal, or the MDE and/or the Board receives reliable information that would make contracting with the Offeror impractical or otherwise not in the best interests of the Board and/or the State of Mississippi.

The evaluation process, including evaluation factors and weights are described below:

Compliance Phase - In this pass or fail phase of the evaluation process, all proposals received will be reviewed by the procurement officer and/or designee to determine if the following mandatory requirements of this solicitation have been satisfied:

1. Proposal received by submission deadline;
2. Required proposal submission format followed;
3. Electronic copy of complete proposal, including attachments in searchable Microsoft Office® format, preferably in Word® or Portable Document Format (PDF®) on flash drive
4. An electronic “blind” copy of the TECHNICAL FACTORS in searchable Microsoft Office® format, preferably in Word® or Portable Document Format (PDF®) on flash drive;
5. Minimum Qualifications met;
6. Proposal Cover Sheet (Appendix A);
7. Production/Detailed Service Plan;
8. Resumes for Key Personnel;
9. References;
10. Cost Data; and
11. All Required Signed Forms (if applicable).

Failure to comply with these requirements may result in the proposal being eliminated from further consideration. Offerors passing the Compliance Phase will be evaluated further.

Weight –The Compliance Phase is a pass or fail phase of the evaluation.

Analysis Phase – In this phase of the evaluation process, the evaluation committee will score proposals to determine numerical scores for each qualified Offeror. Numerical scores will be calculated based on both Technical (blind) and Management factors. Evaluation factors are listed below in order of their relative importance and weight:

1. **Price (Weight/Value – 36 points)** – The highest score is assigned to the lowest cost proposed. All other Offerors score will be based upon a budget formula approved by the State.
2. **Cost (Weight/Value – 10 points)** – The Offeror’s cost of goods provided is sufficient to perform solicited services, competitive relative cost, assurances for performance, and possess financial stability and strength.
3. **Technical (Weight/Value – 30 points)** – The quality and completeness of the Offeror’s solutions and action plans for providing the core services identified in the solicitation, demonstrating responsiveness, understanding, effectiveness, efficiency, and value to the Board in a proposed approach; provide a documented record of past performance of providing similar services in PD and instructional math coaching; provide clear evidence on their process for recruiting, vetting, selecting, hiring, and deploying instructional coaches; provide clear evidence of developing and delivering PD at a variety of levels and for a variety of educators; and documented experience working with administrators.

4. **Management** (Weight/Value – **24 points**) – Possess personnel, equipment, and facilities to provide timely services; the ability to technically implement all services listed in this solicitation with qualified and experienced staff; references align with the services required. Offerors are required to make a presentation to the evaluation committee to confirm/clarify information provided in the submitted proposals. Offerors will be notified via email of the date and time of the evaluation to score the Management Section of the proposal. Offerors are encouraged to monitor their email frequently. Presentations shall be held in Jackson, Mississippi or virtual (at MDE's discretion), to allow the evaluation committee the opportunity Any substantial oral clarification shall be reduced to writing by the Offeror.

Upon completion of the Compliance and Analysis Phases, the evaluation committee's average score for the highest rank will be the Awarded Vendor(s) after completion of the Analysis Phase. Only one award will be awarded for this project.

Upon completion of the evaluation of proposals, the evaluation committee's average score will determine the top scoring proposal(s) and the Program Office will make a recommendation to the SBE as to the proposal deemed most advantageous to the State and to authorize the issuance of an Intent to Award contract notification to the selected vendor and authorize contract negotiations with the selected vendor, if applicable. Subsequent to authorization by the Board, all participating vendors will be notified in writing of the contract award and will be afforded the opportunity to participate in a post-award debriefing.

SECTION 6. CONTRACT AWARD

Funds and awards are subject to appropriations by the state/federal government. This contract will be awarded **up to \$3 million per fiscal/project year** for an approved project period **up to four (4) years contingent on availability of funds**. All contracts will be awarded contingent upon appropriations, proper implementation of the proposed project implementation, completion, and submission of all required documentation. Funding to eligible vendors is subject to the SBE and PPRB approvals, if applicable. **The Mississippi Department of Education reserves the right to negotiate award amounts with all potential Offerors.**

6.1 Post Award Debriefing

A vendor, successful or unsuccessful, may request a post-award vendor debriefing, in writing, by U.S. mail or electronic submission, to be received by the MDE within three (3) business days of notification of the intent to award contract notification. A vendor debriefing is a meeting and not a hearing; therefore, legal representation is not required. If a vendor prefers to have legal representation present, the vendor shall notify the MDE and identify its attorney. The MDE shall be allowed to schedule or suspend and reschedule the meeting at a time when a representative of the Office of the Mississippi Attorney General can be present.

6.2 Right of Negotiation

Discussions and negotiations regarding price and other matters may be conducted with a proposer who submits a proposal determined to have reasonable likelihood of being selected for award, but a proposal may be accepted without such discussions. The Board reserves the right to further clarify and/or negotiate with the proposer evaluated best following completion of the evaluation of proposals but prior to contract execution, if deemed necessary by the Board. The Board also reserves the right to move to the next best proposer if negotiations do not lead to an

executed contract with the best proposer. The Board reserves the right to further clarify and/or negotiate with the proposer on any matter submitted.

6.3 The Mississippi Department of Education

The specific responsibilities of the MDE are stated below.

- Provide a contact person to work with the contractor to ensure quality control
- Review and approve timeframes and work plans
- Provide available information to assist the contractor
- Provide Scope of Work to Offeror
- Provide Calendar of Events to Offeror

6.4 Management Responsibilities of Personnel and Administration

Except where expressly provided otherwise herein, each party shall bear its own cost incurred in performing its responsibilities hereunder. The contractor shall provide one person who shall be responsible for all activities required to fulfill said contract. This individual shall be invested with the authority to make decisions and commitments on behalf of the contracted party during the performance of the solicitation.

The MDE shall also designate one representative who shall act as the primary contact for this office. This representative shall be responsible for conferring all parties necessary to resolve unanticipated issues or requirements that might occur during the course of the solicitation.

6.5 Memorandum of Understanding

The execution of a Memorandum of Understanding (MOU) shall be required prior to the release of any student level data by the Mississippi Department of Education. Failure to adhere to the provisions of the MOU may result in termination of the contract and/or may result in denial of subsequent renewal requests.

6.6 Ethics

In compliance with State law, a Contractor who is employed by a public entity agrees to make arrangements with his/her employer to take the appropriate leave (annual, professional, compensatory, etc.) during the period of service covered by this contract. Contractor also agrees not to utilize resources of the public employer to perform the services pursuant to this contract. Prior to execution of this contract, Contractor must submit to the MDE a Certification (on the MDE form) executed from his/her employer whereby the public employer acknowledges that it is aware of its employee working for the MDE.

6.7 Termination in Event of Employment

Contract shall be terminated immediately if Contractor becomes an employee of the MDE and is only subject to payment of services prior to effective date of employment at the MDE.

6.8 Protest of Solicitation or Award

Any actual or prospective Offeror or Offerors who are aggrieved in connection with the solicitation or award of a contract may protest to the MDE's Office of the Superintendent of Education with a copy to the Office of Procurement Director. The protest shall be submitted in writing within seven (7) calendar days of the Notice of Intent to Award notification or within seven (7) calendar days of the solicitation posting, if the protest is based on the solicitation.

A protest is considered filed when received by the Superintendent of Education. Protests filed after the seven (7) day period shall not be considered.

To file a protest directly to DFA/PPRB, the aggrieved party shall file a protest with the Office of Personal Service Contract Review (OPSCR) within seven (7) calendar days after the aggrieved party knew or should have known of the facts and circumstances upon which the protest is based, but in no event later than within seven (7) calendar days of the solicitation posting or Notice of Intent to Award notification.

6.8.1 Content of Protest

To expedite handling of protests, the envelope should be labeled "Protest". The written protest shall include as a minimum the following:

1. Name and address of the protestor;
2. Appropriate identification of the procurement (RFx#); if a contract has been awarded, due to public records request, its number;
3. A statement of reasons for the protest; and
4. Supporting exhibits, evidence, or documents to substantiate any claims. If said items are unavailable within the filing time, the expected availability date shall be indicated.
5. Place protest letter in an envelope clearly marked "PROTEST".
6. A protest is considered filed when received by the Superintendent of Education, or designee. Protests filed after the seven (7) calendar days established above will not be considered.
7. Submit content of protest to:

State Superintendent of Education
The Mississippi Department of Education
PROTEST LETTER (RFx#3120002541)
500 Greymont Avenue
Suite G
Jackson, Mississippi 39202

6.8.2 Protest Decision

If the protest is not resolved by mutual agreement, the Agency Head shall promptly issue a decision in writing. The decision shall: (a) state the reasons for the action taken; and (b) inform the protestor of the right to administrative review. A copy of the decision shall be mailed or otherwise furnished in writing immediately to the protestor and any other interested party.

A decision shall be final and conclusive, unless fraudulent, or any person adversely affected by the decision appeals administratively to the PPRB.

6.8.3 Stay of Solicitation or Award

In the event of a timely protest, the MDE shall not proceed further with the solicitation or with the award of the contract until the PPRB approves the determination that continuation of the solicitation or award of the contract without delay is necessary to protect substantial interests of the State.

6.8.4 Right to Appeal

Any person adversely affected by the protest decision of an Agency Head may appeal administratively to the PPRB.

For an appeal under this section, the aggrieved person shall file an appeal within seven (7) calendar days of receipt of a Protest.

Appendix A – Proposal Cover Sheet

Company/Name: _____

Proposals must be submitted as directed in the **Proposal Submission Requirements** on or before the submission deadline specified in the solicitation.

Company Representative and Title	
Mailing Address	
City, State, Zip	
Telephone:	
E-Mail Address:	

Please identify the Office/Branch which will provide services for the MDE if different from above:

Contact Person and Title	
Telephone Number	
Email Address	
Physical Address	
City, State, Zip	
Mailing Address	
City, State, Zip	

1. Are you currently registered as a Supplier in MAGIC? ____YES ____ NO
2. What is your supplier number? _____
3. Are you currently registered with PayMode? ____YES ____ NO
4. Are you a minority owned company? ____YES ____NO

By signing below, the Company Representative certifies that he/she has authority to bind the company, and further acknowledges and certifies the statements below on behalf of the company:

- That the Offeror will perform the services required at the prices stated in their proposal.
- That the pricing submitted will remain firm for the contract term.
- That, to the best of its knowledge and belief, the cost or pricing data submitted is accurate, complete, and current as of the submission date.
- That the company is licensed or authorized to provide the proposed services in the State of Mississippi.
- The Offeror indicates and is in agreement with the Standard Terms and Conditions as set forth above. If the Offeror objects to any of the Standard Terms and Conditions, the objection may be considered as an adequate cause for rejection without further negotiations.
- The State of Mississippi utilizes the Mississippi Accountability System for Government Information and Collaboration (MAGIC) system to manage contracts. Additionally, electronic payments are issued through an electronic portal called [PayMode](#). In order to do business with the State of Mississippi, all Suppliers must be registered with both systems. By submitting a proposal, the Offeror certifies it is registered with both systems and if not already registered, will do so within seven (7) business days of being notified by the MDE that it has been awarded a contract.

Authorized Signature: _____ Date: _____

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Appendix B – Standard Terms and Conditions

Certain terms and conditions are required for contracting. Therefore, the Offeror shall assure agreement and compliance with the following standard terms and conditions.

1. ACCESS TO RECORDS

Contractor agrees that the MDE, or any of its duly authorized representatives, at any time during the term of this agreement, shall have access to, and the right to audit and examine any pertinent books, documents, papers, and records of Contractor related to Contractor's charges and performance under this agreement. Such records shall be kept by Contractor for a period of three (3) years after final payment under this agreement, unless the MDE authorizes their earlier disposition. Contractor agrees to refund to the MDE any overpayment disclosed by any such audit. However, if any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of 3-year period, the records shall be retained until completion of the action and resolution of all issues which arise from it.

2. ANTI-ASSIGNMENT/SUBCONTRACTING

Contractor acknowledges that it was selected by the State to perform the services required hereunder based, in part, upon Contractor's special skills and expertise. Contractor shall not assign, subcontract, or otherwise transfer this agreement, in whole or in part, without the prior written consent of the State, which the State may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer of its obligations without such consent shall be null and void. No such approval by the State of any subcontract shall be deemed in any way to provide for the incurrence of any obligation of the State in addition to the total fixed price agreed upon in this agreement. Subcontracts shall be subject to the terms and conditions of this agreement and to any conditions of approval that the State may deem necessary. Subject to the foregoing, this agreement shall be binding upon the respective successors and assigns of the parties.

3. APPLICABLE LAW

The contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of law provisions, and any litigation with respect thereto shall be brought in the courts of the State. Contractor shall comply with applicable federal, state, and local laws and regulations.

4. APPROVAL

It is understood that if this contract requires approval by the Public Procurement Review Board and/or the Mississippi Department of Finance and Administration Office of Personal Service Contract Review and this contract is not approved by the PPRB and/or OPSCR, it is void and no payment shall be made hereunder.

5. ATTORNEY'S FEES AND EXPENSES

Subject to other terms and conditions of this agreement, in the event Contractor defaults in any obligations under this agreement, Contractor shall pay to the State all costs and expenses (including, without limitation, investigative fees, court costs, and attorney's fees) incurred by the State in enforcing this agreement or otherwise reasonably related thereto. Contractor agrees that under no circumstances shall the customer be obligated to pay any attorney's fees or costs of legal action to Contractor.

6. AUTHORITY TO CONTRACT

Contractor warrants (a) that it is a validly organized business with valid authority to enter into this agreement; (b) that it is qualified to do business and in good standing in the State of Mississippi; (c)

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 (d) 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.

7. AVAILABILITY OF FUNDS

It is expressly understood and agreed that the obligation of the MDE 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. If the funds anticipated for the continuing time fulfillment of the agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the MDE, the MDE shall have the right upon ten (10) working days written notice to Contractor, to terminate this agreement without damage, penalty, cost or expenses to the MDE of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

8. BACKGROUND CHECKS – COMPANY

Contractor and/or its employees represents neither has ever been convicted or pled guilty or entered a plea of nolo contendere to a felony in any court of the state of Mississippi, another state, or in federal court in which public funds were unlawfully taken, obtained or misappropriated in the abuse of misuse of any office or employment or money coming into its hands by virtue of any office or employment. Contractor and/or its employees agrees to an initial criminal background check to be performed as well as subsequent criminal background checks that may be necessary and all charges associated with these criminal background checks will be the responsibility of Contractor, if applicable. Any disqualifying information received from the criminal background check will render this agreement null and void.

9. BOARD APPROVAL

It is understood that if this contract requires approval by the Mississippi State Board of Education, and this contract is not approved by the Mississippi State Board of Education, it is void and no payment shall be made hereunder.

10. CHANGES IN SCOPE OF WORK

The MDE may order changes in the work consisting of additions, deletions, or other revisions within the general scope of the contract. No claims may be made by Contractor that the scope of the project or of Contractor's services has been changed, requiring changes to the amount of compensation to Contractor or other adjustments to the contract, unless such changes or adjustments have been made by written amendment to the contract signed by the MDE and Contractor.

If Contractor believes that any work is not within the scope of the project, is a material change, or will otherwise require more compensation to Contractor, Contractor must immediately notify the MDE in writing of this belief. If the MDE believes that the work is within the scope of the contract as written, Contractor will be ordered to and shall continue with the work as changes and at the cost stated for the work within the contract.

11. COMPLIANCE LAWS

Contractor understands that the MDE is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin,

physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and Contractor agrees during the term of the agreement that Contractor will strictly adhere to this policy in its employment practices and provision of services. Contractor shall comply with, and all activities under this agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

12. CONFIDENTIALITY

Notwithstanding any provision to the contrary contained herein, it is recognized that MDE is a public agency of the State of Mississippi and is subject to the Mississippi Public Records Act. Miss. Code Ann. §§ 25-61-1 *et seq.* If a public records request is made for any information provided to MDE pursuant to this agreement and designated by the Contractor in writing as trade secrets or other proprietary confidential information, the MDE shall follow the provisions of Miss. Code Ann. §§ 25-61-9 and 79-23-1 before disclosing such information. The MDE shall not be liable to the Contractor for disclosure of information required by court order or required by law.

13. CONTRACTOR PERSONNEL

Contractor agrees that, at all times, the employees of contractor furnishing or performing any of the services specified under this agreement shall do so in a proper, workmanlike, and dignified manner.

The MDE shall, throughout the life of the contract, have the right of reasonable rejection and approval of staff or subcontractors assigned to the work by Contractor. If the MDE reasonably rejects staff or subcontractors, Contractor must provide replacement staff or subcontractors satisfactory to the MDE in a timely manner and at no additional cost to the MDE. The day-to-day supervision and control of Contractor's employees and subcontractors is the sole responsibility of Contractor.

MDE reserves the right to request changes in personnel assigned to the project. The MDE Project Manager must pre-approve any changes in key personnel through the contract term. Substitutions are not permitted without written approval of the MDE Project Manager.

14. COPYRIGHTS

Contractor agrees the MDE shall determine the disposition of the title to and the rights under any copyright by Contractor or employees on copyrightable material first produced or composed under this agreement. Further, Contractor hereby grants to the MDE a royalty-free, nonexclusive, irrevocable license to reproduce, translate, publish, use and dispose of, and to authorize others to do so, all copyrighted (or copyrightable) work not first produced or composed by Contractor in the performance of this agreement, but which is incorporated in the material furnished under the agreement. This contract is provided that such license shall be only to the extent Contractor now has, or prior to the completion of full final settlements of agreement may acquire, the right to grant such license without becoming liable to pay compensation to others solely because of such grant. Contractor further agrees that all material produced and/or delivered under this contract will not, to the best of Contractor's knowledge, infringe upon the copyright or any other proprietary rights of any third party. Should any aspect of the materials become, or in Contractor's opinion be likely to become, the subject of any infringement claim or suit, Contractor shall procure the rights to such material or replace or modify the material to make it non-infringing.

15. DEBARMENT AND SUSPENSION

Contractor certifies to the best of its knowledge and belief, that it:

- (1) is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency or any political subdivision or agency of the State of Mississippi;
- (2) has not, within a three-year period preceding this qualification, been convicted of or had a civil judgment rendered against it 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;
- (3) has not, within a three-year period preceding this qualification, been convicted of or had a civil judgment rendered against it for a violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (4) is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in paragraph two (2) and (3) of this certification; and,
- (5) has not, within a three-year period preceding this qualification, had one or more public transactions (federal, state, or local) terminated for cause or default.

16. DISCLOSURE OF CONFIDENTIAL INFORMATION

In the event that either party to this agreement 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 confidential or otherwise protected information that party shall promptly inform the other party and thereafter respond in conformity with such subpoena to the extent mandated by law. This section shall survive the termination or completion of this agreement. The parties agree that this section is subject to and superseded by Miss. Code Ann. §§ 25-61-1 *et seq.*

17. E-PAYMENT

Contractor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The agency agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies," which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of invoice. Mississippi Code Ann. § 31-7-301 *et seq.*

18. E-VERIFICATION

If applicable, Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008 and will register and participate in the status verification system for all newly hired employees. Mississippi Code Ann. §§ 71-11-1 *et seq.* 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. Upon request of the State and after approval of the Social Security Administration or Department of Homeland Security when required, Contractor agrees to provide a copy of each such verification. Contractor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws. The breach of this agreement may subject Contractor to the following:

- (1) termination of this contract for services 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;

- (2) (2) 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,
- (3) both. In the event of such cancellation/termination, Contractor would also be liable for any additional cost incurred by the State due to Contract cancellation or loss of license or permit to do business in the State.

19. EXCEPTIONS TO CONFIDENTIAL INFORMATION

Contractor and the State shall not be obligated to treat as confidential and proprietary any information disclosed by the other party ("disclosing party") which:

- (1) Is rightfully known to recipient prior to negotiations leading to this agreement, other than information obtained in confidence under prior engagements;
- (2) is generally known or easily ascertainable by nonparties of ordinary skill in the business of the customer;
- (3) is released by the disclosing party to any other person, firm, or entity (including governmental agencies or bureaus) without restriction;
- (4) is independently developed by the recipient without any reliance on confidential information;
- (5) is or later becomes part of the public domain or may be lawfully obtained by the State or Contractor from any nonparty; or,
- (6) is disclosed with the disclosing party's prior written consent.

20. FORCE MAJEURE

Each party shall be excused from performance for any period and to the extent that it is prevented from performing any obligation or service, in whole or in part, as a result of cause beyond the reasonable control and without the fault or negligence of such party and/or its subcontractors. Such acts shall include without limitation acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, earthquakes, floods or other natural disasters ("force majeure events"). When such a cause arises, Contractor shall notify the MDE immediately in writing of the cause of its inability to perform, how it affects its performance, and the anticipated duration of the inability to perform. Delays in delivery or in meeting completion dates due to force majeure events shall automatically extend such dates for a period equal to the duration of the delay caused by such events, unless the MDE determines it to be in its best interest to terminate this agreement.

21. INDEMNIFICATION

To the fullest extent allowed by law, Contractor shall indemnify, defend, save and hold harmless, protect, and exonerate the agency, its commissioners, board members, officers, employees, agents, and representatives, and the State of Mississippi from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever including, without limitation, court costs, investigative fees and expenses, and attorney's fees, arising out of or caused by Contractor and/or its partners, principals, agents, employees and/or subcontractors in the performance of or failure to perform this agreement. In the State's sole discretion upon approval of the Office of the Mississippi Attorney General, Contractor may be

allowed to control the defense of any such claim, suit, etc. In the event Contractor defends said claim, suit, etc., Contractor shall use legal counsel acceptable to the Office of the Mississippi Attorney General. Contractor shall be solely responsible for all costs and/or expenses associated with such defense, and the State shall be entitled to participate in said defense. Contractor shall not settle any claim, suit, etc. without the concurrence of the Office of the Mississippi Attorney General, which shall not be unreasonably withheld.

22. INDEPENDENT CONTRACTOR

Contractor shall perform all services as an independent contractor and shall at no time act as an agent for the State. No act performed, or representation made, whether oral or written, by Contractor with respect to third parties shall be binding on the MDE.

23. INDEPENDENT PRICE DETERMINATION

Contractor certifies that the price submitted was independently arrived at without collusion.

24. INFORMATION DESIGNATED BY CONTRACTOR AS CONFIDENTIAL

Any disclosure of those materials, documents, data, and other information which Contractor has designated in writing as proprietary and confidential shall be subject to the provisions of Mississippi Code Annotated §§ 25-61-9 and 79-23-1. As provided in the contract, the personal or professional services to be provided, the price to be paid, and the term of the contract shall not be deemed to be a trade secret, or confidential commercial or financial information. Any liability resulting from the wrongful disclosure of confidential information on the part of Contractor or its subcontractor shall rest with Contractor. Disclosure of any confidential information by Contractor or its subcontractor without the express written approval of the MDE shall result in the immediate termination of this agreement.

25. LEGAL AND TECHNICAL SUPPORT

Contractor shall utilize its knowledge and understanding of applicable legal standards and comply with recognized professional standards and generally accepted measurement principles applicable to assessments and uses of the type described in this contract, including but not limited to standards relating to validity and reliability. Contractor shall consult with the MDE concerning its implementation of the requirements of this section. In the event of a challenge in which the validity or reliability of the use of an assessment developed under this contract is an issue (other than a challenge based on infringement of copyright or other proprietary rights of a third party), Contractor shall cooperate with the MDE and/or the State of Mississippi in the defense of the assessment and shall provide reasonable technical and legal support with regard to Contractor's activities under this contract without additional charges to the MDE or the State.

26. MODIFICATION OR RENEGOTIATION

This agreement may be modified, altered or changed only by written agreement signed by the parties hereto. 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.

27. NO LIMITATION OF LIABILITY

Nothing in this agreement shall be interpreted as excluding or limiting any tort liability of Contractor for harm caused by the intentional or reckless conduct of Contractor or for damages incurred through the negligent performance of duties by Contractor or the delivery of products that are defective due to negligent construction.

28. ORAL STATEMENTS

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specification stated in this contract.

29. PAYMODE

Payments by state agencies using the State's accounting system shall be made and remittance information provided electronically as directed by the State. These payments shall be deposited into the bank account of Contractor's choice. The State may, at its sole discretion, require Contractor to electronically submit invoices and supporting documentation at any time during the term of this Agreement. Contractor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.

30. PRICE ADJUSTMENT

(1) **Price Adjustment Methods.** Any adjustments in contract price, pursuant to a clause in this contract, shall be made in one or more of the following ways:

- a. by agreement on a fixed price adjustment before commencement of the Additional performance;
- b. by unit prices specified in the contract;
- c. by the costs attributable to the event or situation covered by the clause, plus appropriate profit or fee, all as specified in the contract; or,
- d. by the price escalation clause.

(2) **Submission of Cost or Pricing Data.** Contractor shall provide cost or pricing data for any price adjustments subject to the provisions of Section 3-401 (Cost or Pricing Data) of the *Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations*.

31. PROCUREMENT REGULATIONS

The contract shall be governed by the applicable provisions of the *Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations*, a copy of which is available at 501 North West Street, Suite 701E, Jackson, Mississippi 39201 for inspection, or downloadable at <http://www.DFA.ms.gov>.

32. REPRESENTATION REGARDING CONTINGENT FEES

Contractor represents that it has not retained a person to solicit or secure a State contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in Contractor's bid or qualification packet.

33. REPRESENTATION REGARDING GRATUITIES

The bidder, offeror, or Contractor represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 6-204 (Gratuities) of the *Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations*.

34. RIGHT TO AUDIT

Contractor shall maintain such financial records and other records as may be prescribed by the MDE or by applicable federal and state laws, rules, and regulations. Contractor shall retain these records for a period of three years after final payment, or until they are audited by the MDE,

whichever event occurs first. These records shall be made available during the term of the contract and the subsequent three-year period for examination, transcription, and audit by the Mississippi State Auditor's Office, its designees, or other authorized bodies.

35. RIGHT TO INSPECT FACILITY

The MDE may, at reasonable times, inspect the place of business of a Contractor or any subcontractor which is related to the performance of any contract awarded by the MDE.

36. SEVERABILITY

If any part of this agreement is declared invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of the agreement that can be given effect without the invalid or unenforceable provision, and to this end the provisions hereof are severable. In such event, the parties shall amend the agreement as necessary to reflect the original intent of the parties and to bring any invalid or unenforceable provision in compliance with applicable law.

37. STOP WORK ORDER

- (1) **Order to Stop Work:** The Chief Procurement Officer, may, by written order to Contractor at any time, and without notice to any surety, require Contractor to stop all or any part of the work called for by this contract. This order shall be for a specified period not exceeding 90 days after the order is delivered to Contractor, unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, Contractor shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the Chief Procurement Officer shall either:
 - a. cancel the stop work order; or,
 - b. terminate the work covered by such order as provided in the Termination for Default clause or the Termination for Convenience clause of this contract.
- (2) **Cancellation or Expiration of the Order:** If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, Contractor shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or Contractor price, or both, and the contract shall be modified in writing accordingly, if:
 - a. The stop work order results in an increase in the time required for, or in Contractor's cost properly allocable to, the performance of any part of this contract; and,
 - b. Contractor asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage; provided that, if the Chief Procurement Officer decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this contract.
- (3) **Termination of Stopped Work:** If a stop work order is not canceled and the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise.

Adjustments of Price: Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment clause of this contract.

38. TERMINATION FOR CONVENIENCE

- (1) **Termination.** The Agency Head or designee may, when the interests of the State so require, terminate this contract in whole or in part, for the convenience of the State. Agency Head or designee shall give written notice of the termination to Contractor specifying the part of the contract terminated and when termination becomes effective.

Contractor's Obligations. Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination Contractor will stop work to the extent specified. Contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The Agency Head or designee may direct Contractor to assign Contractor's right, title, and interest under terminated orders or subcontracts to the State. Contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

39. TERMINATION FOR DEFAULT

- (1) **Default.** If Contractor refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract or any extension thereof, or otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the Agency Head or designee may notify Contractor in writing of the delay or nonperformance and if not cured in ten days or any longer time specified in writing by the Agency Head or designee, such officer may terminate Contractor's right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the Agency Head or designee may procure similar supplies or services in a manner and upon terms deemed appropriate by the Agency Head or designee. Contractor shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.

Contractor's Duties. Notwithstanding termination of the contract and subject to any directions from the Agency Head or designee, Contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of Contractor in which the State has an interest.

Compensation. Payment for completed services delivered and accepted by the State shall be at the contract price. The State may withhold from amounts due Contractor such sums as the Agency Head or designee deems to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders and to reimburse the State for the excess costs incurred in procuring similar goods and services.

Excuse for Nonperformance or Delayed Performance. Except with respect to defaults of subcontractors, Contractor shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by Contractor to make progress in the prosecution of the work hereunder which endangers such performance) if Contractor has notified the Agency Head or designee within 15 days after the cause of the

delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the State and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, Contractor shall not be deemed to be in default, unless the services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit Contractor to meet the contract requirements. Upon request of Contractor, the Agency Head or designee shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, Contractor's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly, subject to the rights of the State under the clause entitled (in fixed-price contracts, "Termination for Convenience," in cost-reimbursement contracts, "Termination"). "Termination for Convenience." (As used in this Paragraph of this clause, the term "subcontractor" means subcontractor at any tier).

Erroneous Termination for Default. If, after notice of termination of Contractor's right to proceed under the provisions of this clause, it is determined for any reason that the contract was not in default under the provisions of this clause, or that the delay was excusable under the provisions of Paragraph (4) (Excuse for Nonperformance or Delayed Performance) of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the State, be the same as if the notice of termination had been issued pursuant to such clause.

Additional Rights and Remedies. The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

40. TERMINATION UPON BANKRUPTCY

This contract may be terminated in whole or in part by the MDE upon written notice to Contractor, if Contractor should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by Contractor of an assignment for the benefit of its creditors. In the event of such termination, Contractor shall be entitled to recover just and equitable compensation for satisfactory work performed under this contract, but in no case shall said compensation exceed the total contract price.

41. TRADE SECRETS, COMMERCIAL AND FINANCIAL INFORMATION

It is expressly understood that Mississippi law requires that the provisions of this contract which contain the commodities purchased or the personal or professional services provided, the price to be paid, and the term of the contract shall not be deemed to be a trade secret or confidential commercial or financial information and shall be available for examination, copying, or reproduction.

42. TRANSPARENCY

This contract, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," and its exceptions. See Mississippi Code Ann. §§ 25-61-1 *et seq.* and Mississippi Code Annotated § 79-23-1. In addition, this contract is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Mississippi Code Annotated §§ 27-104-151 *et seq.* Unless exempted from disclosure due to a court-issued protective order, a copy of this executed contract is required to be posted to the Mississippi Department of Finance and Administration's independent agency contract website for public

access at <http://www.transparency.mississippi.gov>. Information identified by Contractor as trade secrets, or other proprietary information, including confidential vendor information or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes, will be redacted.

43. UNSATISFACTORY WORK

If, at any time during the contract term, the service performed, or work done by Contractor is considered by the Agency to create a condition that threatens the health, safety, or welfare of the citizens and/or employees of the State of Mississippi, Contractor shall, on being notified by the Agency, immediately correct such deficient service or work. In the event Contractor fails, after notice, to correct the deficient service or work immediately, the Agency shall have the right to order the correction of the deficiency by separate contract or with its own resources at the expense of Contractor.

End of this page

Appendix C - REFERENCES

Client Name	
Contact Name and Title	
Contact Address	
Contact Telephone Number	
Email Address	
Type of work provided to the client	
Effective contract dates for the time frame services were/are being provided to client	

Client Name	
Contact Name and Title	
Contact Address	
Contact Telephone Number	
Email Address	
Type of work provided to the client	
Effective contract dates for the time frame services were/are being provided to client	

Client Name	
Contact Name and Title	
Contact Address	
Contact Telephone Number	
Email Address	
Type of work provided to the client	
Effective contract dates for the time frame services were/are being provided to client	

Appendix D - REFERENCE SCORE SHEET

Applicant Name:

Reference Name:

Person Contacted, Title/Position:

Date/Time Contacted:

Service From/To Dates:

Able to provide services when you called?	Yes	No
Satisfied with the services provided? If no, please explain.	Yes	No
Applicant easy to work with in scheduling services?	Yes	No
Was the service completed on time and within budget?	Yes	No
Applicant listened when issues were presented to resolve conflict? (If never had an issue, please check here ____.)	Yes	No
Would you hire them again?	Yes	No
Would you recommend them?	Yes	No

Potential applicant must have a minimum of 6 “yes” answers on the questions above from two references (total of 12 “yes” answers) to be considered responsible and to be considered.

Score: Pass/Fail

Do you have any business, professional or personal interest with the applicant? If yes, please explain.	Yes	No
---	-----	----

A “yes” to the above question may result in an automatic disqualification of the provided reference; therefore, resulting in a score of zero as responses to previous questions become null and void.

Notes:

Program Director:

Signature

Title

Date

Appendix E – ACKNOWLEDGEMENT OF AMENDMENTS

The Question-and-Answer or any other amendments shall be signed, if issued. The Question-and-Answer amendment will be posted on the MDE [website](#) under “Public Notice” Request for Applications, Qualifications, and Proposals section. It is the sole responsibility of all interested vendors to monitor the MDE website for updates regarding any amendments to the solicitations.

Appendix F – ASSURANCES AND CERTIFICATIONS

REPRESENTATION REGARDING CONTINGENT FEES: Contractor represents that it has not retained a person to solicit or secure a state contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in Contractor's bid or proposal.

REPRESENTATION REGARDING GRATUITIES: The bidder, offeror, or Contractor represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 6-204 (Gratuities) of the Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations. 3.

CERTIFICATION OF INDEPENDENT PRICE DETERMINATION: The bidder certifies that the prices submitted in response to the solicitation have been arrived at independently and without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to those prices, the intention to submit a bid, or the methods or factors used to calculate the prices bid.

PROSPECTIVE CONTRACTOR'S REPRESENTATION REGARDING CONTINGENT FEES: The prospective Contractor represents as a part of such Contractor's bid or proposal that such Contractor has not retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract.

NON-DEBARMENT: This certification is a material representation of fact relied upon by the Contracting Agencies. If it is later determined that the Contractor did not comply with 2 C.F.R. part 180, subpart C, and 2 C.F.R. part 3000, subpart C, in addition to remedies available to DFA and other Contracting Agencies, the federal government may pursue available remedies, including but not limited to suspension and/or debarment. 6. Bidder certifies that it can provide services in the entire region for each region on which it has submitted a bid. 7. Bidder certifies that it has, or will secure, at its own expense, applicable personnel who shall be qualified to perform the duties required to be performed under this Invitation for Bids, the attachments hereto, and any amendments.

I make the following certifications and assurances as a required element of this submission to which it is attached. The understanding that the truthfulness of the facts affirmed here and the continued compliance with these requirements are conditions precedent to the award or continuation of the related contract(s).

Name: _____

Title: _____

Signature: _____ Date: _____

Modifications or additions to any portion of this document may be cause for rejection of the bid

Appendix G – CONTRACTS

The prospective contractor represents as a part of Mathematics Professional Development & Instructional Coaching Services that contractor **does** () or **does not** () have a current contract with the Mississippi Department of Education.

Potential contractors are required to provide a listing of each executed contract or contract applied, please provide the following:

Program Office Name	
Contract Service	
Contract Amount	
Contract Dates of Service	

Program Office Name	
Contract Service	
Contract Amount	
Contract Dates of Service	

Appendix H – COST DATA/BUDGET

Use the Budget Summary Format below to provide a complete budget narrative. Please provide a **brief** but **detailed** budget narrative that explains the following budget categories. This information should include a **detailed** description of the costs included, sufficient to document the **necessity and reasonableness** of **all** costs, and a **clear and concise description** of the computations used to arrive at the total amounts indicated. This page may be reproduced as needed. The MDE, will negotiate with the vendor after year four, if renewed, if a cost adjustment is needed for the approved contract. NOTE: The MDE reserves the right to negotiate the number of coaches that may be needed to increase the impact for Mississippi LEAs.

Mississippi Department of Education BUDGET SUMMARY PAGE Name of Proposal: <u>Mathematics Professional Development & Instructional Coaching Services</u>				
Name of Institution/Organization Submitting Proposal:				
Budget Categories	Year 1	Year 2	Year 3	Year 4
1. Mathematics Professional Development & Instructional Coaching Services costs. Also, provide information regarding the pay scale or pay rate instructional coaches will be paid.				
2. Administrative costs (must be less than 15% of the total contract award)				
3. Technical assistance related services (e.g., development & delivery of professional development, resource development, lesson planning, and/or document review for the MDE related to math, etc.)				
4. Travel				
5. Other (i.e., supplies, equipment, etc. be specific)				
Total Cost (lines 1-5)				

Appendix I – EXAMPLES OF UNREDACTED VS. REDACTED (BLIND or CONFIDENTIAL)

FOR INFORMATIONAL PURPOSES ONLY – Please review examples on the next two pages for redacting vendor identifying or confidential information within the Technical Factors section of the proposal or the confidential proposal. *Identifying information found in the “blind” Technical Factors section of the proposal will be rejected and not considered for an award.*

Unredacted:

Educator Licensure

Welcome to the Division of Educator Licensure! Our mission is to assist all Mississippi current and prospective educators to obtain and maintain standard certification, and to implement licensure guidelines set by the Mississippi State Board of Education. We appreciate the opportunity to serve you as you serve the children of Mississippi. On this landing page, you will find applications, forms, and other helpful tools to assist you in navigating the **licensure process**. **Please do not hesitate to reach out to our office if we can support you in any way.**

Click [here](#) for the frequently asked questions regarding the impact of COVID-19 on certification requirements.

Please visit our "[Licensure Updates](#)" page for information related to licensure processing and test center closures.

Redacted:

SECTION 7. Educator Licensure

████████████████████ Our mission is to assist all ██████████ current and prospective educators to obtain and maintain standard certification and to implement licensure guidelines set by the ██████████ Board of Education. We appreciate the opportunity to serve you as you serve the children ██████████. On this landing page, you will find applications, forms, and other helpful tools to assist you in navigating the licensure process. Please do not hesitate to reach out to our office if we can support you in any way.

SECTION 8. Click ██████ for the frequently asked questions regarding the impact of COVID-19 on certification requirements.

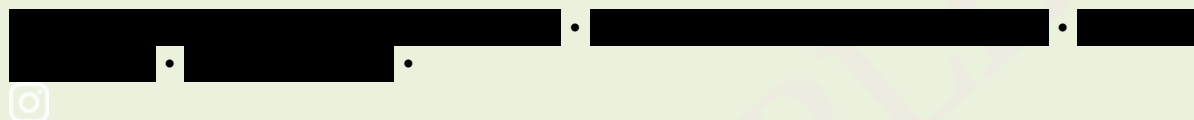
Please visit our [REDACTED] page for information related to licensure processing and test center closures.

Unredacted:

Mississippi State Department of Health • 570 East Woodrow Wilson Drive • Jackson, MS 39216 • 866-HLTHY4U •



Redacted:



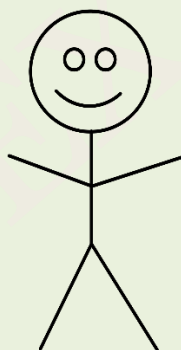
Unredacted:

Company Team Introduction:

Sallup M. Jean



Mike Smiley

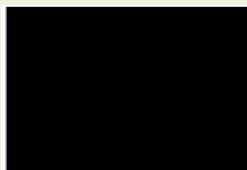


James Bond



Redacted:

Company Team Introduction:



Mississippi Accountability and Governmental Information Collaboration (MAGIC) Submission of the Proposal Instructions

[DFA: Mississippi Suppliers \(Vendors\) \(ms.gov\)](#)

Proposals shall be submitted in the Mississippi Accountability Governmental Information Collaboration System (MAGIC). Please visit and register at DFA: Mississippi Suppliers (Vendors) (ms.gov). If assistance is required, contact MASH help desk at 601-359-1343 or via email at mash@dfa.ms.gov at least 72 hours in advance of the due date for submission. Proposals received after the time designated in the solicitation shall be considered late and shall not be considered for award.