

REQUEST FOR PROPOSALS



NEW BRAILLE TEXTBOOK AND INSTRUCTIONAL MATERIAL SERVICES

RFx #3120001710

**The Mississippi Department of Education
Mississippi Instructional Resource Center &
Mississippi School for the Blind
359 North West Street, Suite 307
Jackson, Mississippi 39201**

**Contact: Dr. Jeremy Stinson
Phone: 601-984-8226
Fax: 601-984-8230
Email: jstinson@mdek12.org**

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The Mississippi Department of Education

NEW BRAILLE TEXTBOOK AND INSTRUCTIONAL MATERIAL SERVICES

The Mississippi Department of Education (MDE) through the Mississippi Instructional Resource Center (MIRC) and the Mississippi School for the Blind (MSB) is soliciting competitive sealed proposals from qualified Contractors for New Braille Textbook and Instructional Material Services.

2016 Mississippi Code

Title 37 - Education

Chapter 43 – Textbooks

§ 37-43-24. Timely acquisition of Braille and large print textbooks

Universal Citation: Miss. Code Ann. § 37-43-24 (2016)

(1) This section shall be referred to and may be cited as the “Timely Acquisition of Braille and Large Print Textbooks Act of 2002.”

(2) The State Department of Education is hereby authorized and directed to place textbook procurement orders for visually impaired and hearing-impaired students in the schools of this state prior to the beginning of the fiscal year for which the expenditure for such order has been authorized by the Legislature. After June 1 of any year, the State Department of Education is authorized and directed to place textbook, equipment, and school supply procurement orders for students attending the state supported schools administered by the State Board of Education prior to the beginning of the fiscal year for which the expenditure for such order has been authorized by the Legislature, and may order additional books, equipment, and supplies at a later date, as needed. The department shall insure that the appropriate procedures for textbook procurement are followed according to state law and board policy as described in the Textbook Administration Handbook.

1. REQUEST FOR INFORMATION

Questions concerning the RFP should be sent to jstinson@mdek12.org.

The deadline for submitting written questions by email is **Friday, May 17, 2019 at 5:00 p.m.** Copies of all submitted questions and the responses will be posted to the MDE’s website www.mdek12.org under the Public Notices section and will be available to the general public on **Wednesday, May 22, 2019**. Questions and answers will become part of the final contract as an attachment. Written responses provided for the questions are binding.

2. DUE DATES FOR PROPOSALS

The sealed proposals/qualifications shall be received by **5:00 p.m.** Central Time (CT) on **Wednesday, June 5, 2019** at the following address based upon the delivery method used:

2.1 INSTRUCTIONS FOR DELIVERY

Proposal shall be submitted in writing and be submitted in three-ring binders with components of the solicitation clearly tabbed. The Offeror shall submit binders as follows:

1. One (1) binder for an **unredacted** version of the proposal marked original. The **unredacted** copy of the proposal must be received with vendor identifying information and will be for the use and files of the MDE only.
2. Five (5) binders of the **redacted** version of the proposal marked evaluation. The **redacted** copies must be received in two (2) parts. The Technical Factors must be received **without** identifying information in **Part I, Part II, and Part III**. The Management and Cost Factors must be received **with** identifying information in **Part IV, Part V, Part VI, Part VII and Part VIII**. (See Section 14, Format and Procedure for Delivery of Proposals/Qualifications, page 13)
3. In addition, one (1) USB shall clearly mark the name of the vendor and provide a single document in a searchable Microsoft Word or Adobe Acrobat (PDF) format according to the instructions above for the **redacted** version.

Hand Deliver Proposals to:

Monique Corley
Office of Procurement
The Mississippi Department of Education
RFx Number: 3120001710
Central High School, Suite 307
359 North West Street
Jackson, MS
(DO NOT OPEN)

Ship Proposals to: (FedEx UPS, etc.)

Monique Corley
Office of Procurement
The Mississippi Department of Education
RFx Number: 3120001710
359 North West Street
Jackson, MS 39201
(DO NOT OPEN)

The person designated to create the Register of Proposals shall create a list of all Offerors to present to the Evaluation Committee for conflict of interest certification

purposes. This list shall only include the name of the Offeror without any corresponding identifying information which would affect the blind evaluation of factors not requiring knowledge of the name of the Offeror.

Restrictions on Communications with the Office of Procurement

From the issue date of this solicitation until a Contractor is awarded a Contract, Offerors and/or their representatives shall restrict communication with any Office of Procurement staff regarding this procurement.

3. RESPONSIVENESS AND RESPONSIBILITY OF THE OFFEROR

- Ensure that competitive proposals are delivered by the deadline and assumes all risks of delivery.
- At the time of receipt of the proposals, the proposals will be date stamped and recorded in the Office of Procurement.
- Proposals and modifications received in the room after the time designated in the RFP shall be considered **late** and will not be considered for award.
- Incomplete proposals will not be evaluated and will not be returned for revisions. No faxed or emailed copies will be accepted.
- Proposals that do not include the required number of copies will not be evaluated.
- The proposal transmittal form and all required forms must be signed by an authorized official to bind the offeror to the proposal provisions and must be included.
- The Offeror is responsible for ensuring that the Technical Factors shall have no identifying information, logos, watermarks, etc. If this is not followed then that Offeror will be immediately rejected as non-responsive.

4. TIME FRAME

The anticipated initial contract period will be from September 1, 2019 through August 31, 2020 with four (4) optional one-year renewals and a final period of 60 months.

Renewal of contract for subsequent years will be determined annually and shall be contingent upon successful completion of the services in the preceding year's contract and a performance-based evaluation.

A contract will be awarded to up to five (5) Contractors whose proposal is determined to be the most advantageous to the State, taking into consideration the price and the evaluation factors set forth in the RFP. The MDE will provide equal opportunity for

awarded contractors to receive contracts. As the MIRC/MSB receives new braille textbook and instructional material requests, contractors will be assigned contracts beginning with the highest scoring contractor first, then the next highest scoring contractor, and so forth until all new braille textbook and instructional material requests have been fulfilled for the contract year. The contractor must respond to the State Project Manager or his or her designee within 48 hours of a request and agree to immediate availability and adherence to strict timelines set forth within this contract. Failure to do so will forfeit the contract being offered.

The awarded Contractor will guarantee delivery of the first 50% of physical volumes of a textbook by July 15th each year, provided the MIRC orders the textbooks by April 30th. The remaining physical volumes must be delivered 45 business days after the initial shipment.

Each assignment after April 30th will have a due date, which will be scheduled by the MDE State Project Monitor after consultation with the Contractor Project Monitor prior to an order being placed. Assignments after April 30th will have 30 to 90 business days for 50% volume completion. Timelines may vary due to the number of pages and tactiles needed for the textbook. Timelines may be extended or revised by the MDE Contract Monitor, upon written request by the Contractor. It is the sole discretion of the MDE State Project Monitor to approve or deny such requests.

5. TYPE OF CONTRACT

It is anticipated that this contract will be a fixed price contract with payment made upon completion of tasks identified within the proposal. All contracts shall be made per page of transcribed braille in Unified English Braille (UEB) [or English Braille American Edition (EBAE) upon request] and include the following:

- a. Literary price per transcribed braille page
- b. Math/Nemeth price per transcribed braille page
- c. Science/Social Studies price per transcribed braille page
- d. Tactiles price per page
- e. Music per braille page

6. CONTRACTOR DELIVERABLES

The Contractor will be responsible for all tasks required to complete the project as described in the Scope of Work. It is anticipated that this shall include but not be limited to:

- Transcribe according to BANA braille guidelines.
- Provide MIRC/MSB copies of appropriate certifications for transcribers and proofreaders.
- Provide one copy of a UEB science with tactile graphics braille textbook and one copy of a math braille textbook with Nemeth along with a standard copy of each book for comparison.

- Follow all responsibility requirements for the Contractor Project Manager, Formatter, Transcriber, Proofreader, and Graphic Artist unless mutually agreed upon in writing between the Contractor and MIRC/MSB.
- Use a widely-used software package for all work so it may be reviewed using Braille 2000, Duxbury, or Braille Blaster.
- Provide one physical copy of the transcribed textbook to MIRC/MSB in the required formats.

7. THE MISSISSIPPI DEPARTMENT OF EDUCATION

The specific responsibilities of the MDE are as 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.

8. 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 will provide one person who will be responsible for all activities required to fulfill said contract. This individual will be invested with the authority to make decisions and commitments on behalf of the contracted party during the performance of the RFP.

The MDE will also designate one representative who will act as the primary contact for this office. This representative will be responsible for conferring with any and all parties necessary to resolve unanticipated issues or requirements that might occur during the RFP period.

9. MEMORANDUM OF UNDERSTANDING

The execution of a Memorandum of Understanding (MOU) will 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.

10. ETHICS

In compliance with State law, 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.

11. TERMINATION IN EVENT OF EMPLOYMENT

Contract will 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.

12. AVAILABLE BUDGET

Because of the scope of this project we believe it should be possible for different proposers to arrive at vastly differing estimates of resources required. It is anticipated that this will allow the proposers to explain exactly what the State will receive for this amount of funds and will allow evaluators to determine the best proposal based upon the qualifications and the description of what the State will receive in exchange for this amount. Up to five (5) Contractors will be selected based upon highest to lowest rubric scores. The projected available funds per year for this project are unknown due to the complex nature of braille requests from school districts.

13. FORMAT AND PROCEDURE FOR DELIVERY OF PROPOSAL

The proposal shall consist of eight parts: Part I – Proposal Transmittal Form/Management Summary; Part II –Production; Part III – Additional Data; Part IV – Corporate Experience and Capacity; Part V - Personnel; Part VI – References; VII – Cost Data; Part VIII – Acceptance of Conditions. Each page of the proposal and all attachments shall be identified with the name of the offeror. Modifications or additions to any portion of the procurement document may be cause for rejection of the proposal.

The proposal shall be prepared with a 12-point, single-spaced, Times-New Roman font and bound, with no staples, clips, or rubber bands. While there is no page limit restriction, responses should be concise yet thorough.

Each page of the original proposal and all attachments shall be identified with the name of the Offeror.

The five (5) copies shall consist of the eight parts as follows:

TECHNICAL FACTORS: **WITHOUT VENDOR EVIDENCE**

- **Part I** is the **Proposal Transmittal Form**, (Attachment A) which shall serve as the cover page of the offeror's proposal. The offeror shall complete the form and attach to the proposal in response to the RFP. **Management Summary** shall provide a letter indicating the underlying philosophy of the firm in providing the service.
- **Part II** is the **Production Proposal** that shall provide a detailed plan describing how the services will be performed to meet the requirements of the RFP. The description shall encompass the requirements of Part I and Part III of this RFP.

The proposal must be prepared and organized in a clear and concise manner that is easily understandable. The proposal shall address the tasks to be accomplished, processes to be undertaken to accomplish those tasks and a proposed timeline for completion. Examples of materials that demonstrate the quality of work completed by the Contractor on similar projects should be included.

- **Part III** is the **Additional Data** section which shall provide any additional information that will aid in evaluation of the response.

MANAGEMENT FACTORS: **WITH VENDOR EVIDENCE**

- **Part IV** is the **Corporate Experience and Capacity**, which shall provide satisfactory evidence of the Contractor's years of experience, capability to manage and coordinate the types of activities and provide the services described in this RFP in a timely manner, and a statement on the extent of any corporate expansion required to handle the service. Special attention should be given to the qualifications listed in the Qualifications Section T of this RFP. A discussion shall include a description of the Contractor's background and relevant experience as related to the described activities. A description and details of the relevant experience shall be included. Samples of previous work must be included according to specifications in the Scope of Work as well as a minimum of 3 letters of recommendation from current customers.
- **Part V** is **Personnel** which shall provide resumes of all those who will be involved in the delivery of service (from Contractor Project Manager to Graphic Artists) that include their experience in this area of service delivery. Indicate the level of involvement by principals of the firm in the day-to-day operations of the contract.
- **Part VI** is the **References** section which shall provide at least three (3) references for contracts of similar size and scope, including at least two (2) references for current contracts or those awarded during the past three (3) years. Include the name of the organization, length of the contract, a brief summary of the work, and the name of and telephone number of a responsible contact person.

BUDGET: **WITH VENDOR EVIDENCE**

- **Part VII** is the **Cost Data** and must encompass all requirements of this solicitation. In order to be considered, vendors must submit a proposal that includes the budget narrative that addresses all costs for services, expenses, and products specified in the solicitation. The cost data IS BINDING but is subject to BEING NEGOTIATED DOWN if your firm is chosen as a finalist. The MDE will not pay any costs above this amount. A detailed budget narrative shall be included. This shall include the number of personnel proposed to be assigned

to the contract and the total estimated cost of the labor portion of the contract (include a sample chart). Identify all non-labor costs and their estimated totals. Indirect costs will not be allowed. The budget narrative should include all costs associated with the project. If a unit price shall be given for each service, the unit price shall be the same throughout the proposal. The Budget Summary form shall be completed and shall accompany the proposal as Attachment D.

OTHER: **WITH VENDOR EVIDENCE**

- **Part VIII** is the **Acceptance of Conditions** section where the Contractor shall indicate agreement with the terms and conditions as set forth beginning on page 4 of the RFP. If the Contractor objects to any of the terms and conditions, the Contractor shall so state and shall indicate any revisions desired by the Contractor. Please note that any revisions may be considered adequate cause for rejection of the proposal. Also, signed documents for Attachments A through D shall encompass this section.

It is the responsibility of the Offeror to separate the information marked Technical (unmarked) and Management (marked) for submission to the Office of Procurement. Non-separation or co-mingling of information or binders may be immediately rejected. This information is outlined in detail in Section 14. **FORMAT AND PROCEDURE FOR DELIVERY OF PROPOSAL.**

14. ACCEPTANCE OF PROPOSALS

The Mississippi Department of Education reserves the right, in its sole discretion, to waive minor irregularities in proposals. A minor irregularity is a variation of the RFP, 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 Department. Waivers, when granted, shall in no way modify the RFP requirements or excuse the party from full compliance with the RFP specifications and other contract requirements if the party is awarded the contract.

15. 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 the Mississippi Secretary of State or, if not already registered, that it will do so within seven (7) business days of being offered an award. Sole proprietors are not required to register with the Mississippi Secretary of State.

16. REJECTION OF PROPOSALS

Any proposal shall be rejected in whole or in part when it is determined to be in the best interest of the State, as provided by the Public Procurement Review Board regulations. Reasons for rejecting a proposal include, but are not limited to:

1. The proposal contains unauthorized amendments to the requirements of the RFP.
2. The proposal is conditional.
3. The proposal is incomplete or contains irregularities, which make the proposal indefinite or ambiguous.
4. The proposal is not signed by an authorized representative of the party.
5. The proposal contains false or misleading statements or references.
6. The offeror is determined to be non-responsive.
7. The proposal ultimately fails to meet the announced requirements of the State in some material aspect.
8. The proposal price is unreasonable.
9. 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 RFP.
10. The offeror did not complete and/or sign the required attachments and include as part of proposal submission.
11. The proposal is received late. Late proposals will be maintained unopened in the procurement file.
12. The proposal included vendor specific information or evidence.
13. The Offeror did not provide the required number of copies to the Office of Procurement by the specified due date.
14. The proposal Format and Procedure for Delivery of Proposal Section was not followed.
15. The Offeror has filed bankruptcy, been implicated in fraud or been debarred.
16. The Offeror did not perform prior services in a proper, workmanlike, and/or dignified manner.
17. The Offeror currently owes the State money.

EXCEPTIONS:

The MDE reserves the right to reject any and all proposals, to negotiate with the best proposed offeror to address issues other than those described in the proposal, to award a contract to other than the low offeror, or not to make any award if it is determined to be in the best interest of the MDE.

17. DISPOSITION OF PROPOSALS

All submitted proposals become the property of the Mississippi Department of Education and will not be returned to offeror.

18. CONDITIONS OF SOLICITATION

The release of the RFP does not constitute an acceptance of any offer, nor does such release in any way obligate the MDE to execute a contract with any other party.

The offeror shall assure compliance with the following conditions of solicitation:

1. Any proposal submitted in response to the RFP shall be in writing.

2. The MDE accepts no responsibility for any expense incurred by the offeror in the preparation and presentation of an offer. Such expenses shall be borne exclusively by the offeror.
3. The award of a contract for any proposal is contingent upon the following:
 - Favorable evaluation of the proposal,
 - Approval of the proposal by the MIRC/MSB and The Mississippi Department of Education,
 - Successful negotiation of any changes to the proposal as required by the MDE,
 - The State Board of Education approval, if required,
 - The Public Procurement Review Board approval, if required.
4. Likewise, the MDE also reserves the right to accept any proposal as submitted for contract award, without substantive negotiation of offered terms, services, or prices. Therefore, all parties are advised to propose their most favorable terms initially. Discussions may be conducted with offerors who submit proposals determined to be reasonably susceptible of being selected for the award for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements, but proposals may be accepted without such discussions.
5. The MDE reserves the right to cancel this solicitation when it is determined in writing to be in the best interest of the State as provided by the Public Procurement Review Board.
6. Any proposal received after the time and date set for receipt of proposals is late. Any withdrawal or modification of a proposal received after the time and date set for receipt of proposals at the place designated for receipt is late. No late proposal, late modification, or late withdrawal will be considered unless receipt would have been timely but for the action or inaction of State personnel directly serving the procurement activity.
7. Offerors shall acknowledge receipt of any amendment to the solicitation by signing and returning the form Attachment D with the proposal, by identifying the amendment number and date in the space provided for this purpose on the proposal form, or by letter. The acknowledgment must be received by the Mississippi Department of Education by the time and at the place specified for receipt of proposals.
8. The offeror 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 offeror or competitor relating to those prices, the intention to submit an offer, or the methods or factors used to calculate the offeror's prices.

9. The offeror shall submit in writing any trade secrets or other proprietary data contained in the proposal which the offeror wishes to remain confidential in accordance with Section 25-61-9 and 79-23-1 of the Mississippi Code. Offer must complete Attachment C with the proposal identifying any such information.

19. QUALIFICATIONS

The offeror shall provide the following minimum information:

- The name of the offeror, the location of the offeror's principal place of business and, if different, the place of performance of the proposed contract;
- The age of the offeror's business and average number of employees over a previous period of time, as specified in the Request for Proposal;
- The abilities, qualifications, and experience of all persons who would be assigned to provide the required services;
- A listing of other contracts under which services similar in scope, size, or discipline to the required services were performed or undertaken within a previous period of time, as specified in the Request for Proposal; and,
- A plan giving as much detail as is practical explaining how the services will be performed.

20. CRITERIA FOR EVALUATION OF PROPOSALS

The MDE will ensure fair and equitable treatment of all persons and Offeror's in regard to the evaluation process. The process provides for the selection of the best Offeror in accordance with State and Federal laws and regulations. Specifically, by the 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, MS 39201 for inspection, or downloadable at <http://www.dfa.ms.gov>.

The MDE reserves the right to accept, reject, or negotiate any or all offers on the basis of the evaluation criteria contained within this document. The final decision to execute a contract with any party rests solely with the MDE.

Proposals submitted by the specified time and containing the eight parts described in the Format and Procedure for Delivery of Proposal section shall be evaluated by an Evaluation Committee selected by the MDE.

The specific criteria that will be used in evaluating the merits of the proposals are listed below. The criteria are weighted to yield a total of 100 points and shall include the following:

A. TECHNICAL FACTORS (Proposed Methodology) [30 Total Points]

Plan for performing the required services (30 points)

- Contractor has clearly defined a plan for formatting, transcribing, creating tactiles, proofing, embossing, binding, packaging, and delivering braille textbooks and instructional materials to MIRC/MSB

B. MANAGEMENT FACTORS [30 Total Points]

1. Personnel, equipment, facilities, to perform the services currently available or demonstrated to be made available at the time of contracting (5 points)

- Contractor is based in the continental United States and has ensured they will have Transcribers and/or machines available during the contract period to complete the work specified in the Scope of Work and Responsibilities.

2. Record of past performance of similar work (5 points)

- Contractor has at least five (5) years experience in formatting, transcribing, creating tactiles, proofing, embossing, binding, packaging, and delivering braille textbooks and instructional materials.
- Contractor provides a detailed quality control list from the company citing all product returns with reasons for the returns, and any company and/or product complaints in the past year were included.

3. Timeframe for braille production (5 points)

- Contractor provides proof of ability to provide complete braille services within the timelines set forth in this RFP, Section E. Time Frame.

4. Ability to perform the services as reflected by technical training and education, general experience, specific experience in providing the required services, and the qualifications and abilities of personnel proposed to be assigned to perform the services (5 points)

- Contractor submits a minimum of three (3) references (Attachment E), in the continental United States, for whom the bidder provided services and/or goods of similar or equal quality within the past two (2) years. References include business name, address, telephone number, and name of individual customer who is familiar with bidder's supply capabilities, packaging experience, and delivery of goods
- The Contractor provides a letter of proficiency from the National Library Service in Unified English Braille (UEB) along with the following certifications for all Transcribers and Proofreaders:
 - Literary Braille Transcribing Certification issued by the National Library Services for the Blind, Library of Congress, or National Federation for the Blind.
 - Nemeth Braille Transcribing Certification issued by the National Library Services for the Blind, Library of Congress, or National Federation for the Blind.

5. Innovative technology and techniques provided. (10 points)

- Contractor provides proof of quality work by submitting one volume of a science book in UEB with tactiles and one volume of a math book with Nemeth.
- Contractor provides a standard copy of each textbook to be used by the braille committee
- Contractor provides evidence through work samples of ability to transcribe all materials in accordance with Braille Association of North America (BANA) Braille guidelines in UEB. This includes but is not limited to, dot quality, braille accuracy, quality formatting, and quality tactile graphics as determined by the braille committee. Specific BANA documents include:
 - BANA's Braille Formats: Principals of Print to Braille Transcription, 2016
 - BANA's Provisional Guidance for Chemistry Notation Using Nemeth in UEB Contexts (2018 web edition)
 - BANA's Guidance for Transcription Using the Nemeth Code within UEB Contexts, 2016
 - Guidelines and Standards for Tactile Graphics, 2010

C. PRICE [40 Total Points]

A formula will be applied to determine the points awarded to each offeror. Points will be given based on the offeror's costs in relation to the low offer for each of the five most common types of braille transcriptions listed below.

It is anticipated that this contract will be a fixed price contract for five (5) years with payment made upon completion of tasks identified within the proposal. All textbooks will be shipped as "Free Matter for the Blind" at no cost to the MDE or the Contractor. All contracts shall be made per page of transcribed braille in Unified English Braille (UEB) and include the following:

- a. Literary price per transcribed braille page (8 points)
- b. Math/Nemeth price per transcribed braille page (10 points)
- c. Science/Social Studies price per transcribed braille page (10 points)
- d. Tactiles price per page (10 points)
- e. Music per braille page (2 points)

Discussions may be conducted with offerors who submit proposals determined to be reasonably susceptible of being selected for award. Likewise, the MDE also reserves the right to accept any proposal as submitted for contract award, without substantive negotiation of proposed terms, services or prices. For these reasons, all parties are advised to propose their most favorable terms initially.

Awards shall be made up to the responsive and responsible five (5) Contractors whose proposal is determined to be the most advantageous to the State, taking into consideration the price and the evaluation factors set forth. Results of the evaluation and the recommendation of the evaluation team will be forwarded to the State Board of Education (if applicable), and the Public Procurement Review Board (if applicable) for approval.

SCOPE OF WORK AND RESPONSIBILITIES

The MDE, Mississippi Instructional Resource Center (MIRC)/Mississippi School for the Blind (MSB), is accepting bids for a Contractor to provide the labor, materials, and equipment necessary for formatting, transcribing, creating tactiles, proofing, embossing, binding, packaging, and delivering of braille versions of all new textbooks and instructional materials on an as-needed basis for the MIRC and MSB located at 1252 Eastover Drive, Jackson, MS 39211, as described herein. The new braille textbooks or materials will be disseminated to blind or visually impaired students at the MSB or any formally organized public, parochial, private, home school, or non-profit educational program of less than college level in the state of Mississippi.

The MDE assigns Dr. Jeremy Stinson, Director of Mississippi Instructional Resource Center, as State Project Monitor for this contract, and he can be reached at (601) 984-8226 or jstinson@mdek12.org. Dr. Stinson is not authorized by the state to make any commitments or make any changes which will affect the price, terms, or conditions of this agreement without a formal contract amendment.

The Contractor must assign a Contractor Project Monitor to oversee this project and communicate with the MIRC/MSB State Project Monitor. The Contractor Project Monitor will secure a hard copy of the textbook from the following sources in the following order until a hard copy is located: a third-party Contractor, textbook publisher, or from MIRC/MSB via the school district.

The Contractor shall maintain quality of workmanship. Upon review of the braille textbook or material, the Contractor shall provide all changes necessary to satisfaction to meet the specifications without additional cost to MDE. All corrections due to Contractor's errors are the responsibility of the Contractor. If substantial errors are found, MDE will assign an independent second Proofreader, at the primary Contractor's expense.

All materials that are appropriate for production in braille shall be transcribed in accordance with Braille Association of North America (BANA) Braille guidelines in Unified English Braille (UEB) format. Specific BANA documents include:

- BANA's Braille Formats: Principals of Print to Braille Transcription, 2016
- BANA's Provisional Guidance for Chemistry Notation Using Nemeth in UEB Contexts (2018 web edition)
- BANA's Guidance for Transcription Using the Nemeth Code within UEB Contexts, 2016
- Guidelines and Standards for Tactile Graphics, 2010

The Contractor has the responsibility to know and use any published revisions regarding the above publications and appropriate certifications.

The Contractor will provide MIRC/MSB with copies of its certification and each Proofreader's and Transcriber's certification, prior to execution of the contract. Should a new Proofreader and/or Transcriber be hired, a copy of their certification must be provided to the MIRC/MSB before the said Proofreader and/or Transcriber performs any

services outlined in the Scope of Work. MIRC/MSB will verify that only those with the certifications on file will be allowed to perform services for MIRC/MSB in relation to this contract. The Graphic Artist should be familiar with the BANA guidelines for transcription, formatting, and tactile graphics. The Graphic Artist must have the same certifications as Proofreaders and Transcribers if they perform any braille transcription on the actual graphics.

SAMPLE

Bidders must provide proof of quality work by submitting one volume of a brailled science book in UEB with tactiles and one volume of a brailled math book with Nemeth. The contractor will also provide a standard copy of each textbook to be used by the braille committee for comparison. Along with the two samples of braille and its standard copies, a detailed quality control list from the company citing all product returns with reasons for the returns and any product complaints in the past year must be included. The samples must be furnished free of charge and will be returned at bidder's expense, if not destroyed during the bidding process. MDE will return samples within ten (10) days following bid opening. Each sample must identify the Contractor's name, address, phone, and other pertinent contact information, along with pre-paid labels for return shipping.

FORMATTER RESPONSIBILITIES

The Contractor's Formatter will be responsible for formatting assigned books and providing written instructions for transcription services. The Formatter verifies that the transcription and tactiles are prepared and formatted properly. The Formatter shall not be the same person as the Proofreader. The Formatter will:

- Receive a print and/or electronic copy of the book from the Contractor.
- Provide instructions to the Transcriber, Graphic Artist, and Proofreader.
- Review the completed braille volumes from the Transcriber and Graphic Artist to ensure that the Formatter's instructions were followed. If changes need to be made, the Formatter should advise the Transcriber and Graphic Artist and review the final completed braille file to ensure changes were made accurately.

TRANSCRIBER RESPONSIBILITIES

The Transcriber will produce new braille textbooks or materials for each project assigned by the MIRC/MSB state contract monitor. The Transcriber works collaboratively with the Formatter, Graphic Artist, and Proofreader to ensure that the project is done accurately and satisfactorily and in accordance with the BANA guidelines. The Transcriber shall not be the same person as the Proofreader. The Transcriber will:

- Transcribe the text according to Formatter's instructions and requirements which include but are not limited to:

- a. Use commercial computer software to transcribe materials (e.g., Braille 2000 or Duxbury)
 - b. Transcribe in contracted braille, or Grade Two Braille, using standard shortened characters for common words and/or phrases, unless BANA guidelines supersede this rule and uncontracted braille is required.
 - c. All files should be transcribed using the UEB format.
 - d. Number all volumes (including preliminary or supplemental volumes) consecutively.
 - e. New volumes must be formatted to begin at the start of a chapter if possible or in a logical place as to not interrupt the flow from one volume to the other.
 - f. Braille should be created on one side of the braille paper for grades K-2 and double-sided (interpoint) format for grades 3-12, unless otherwise requested by MIRC/MSB.
 - g. Volumes should contain no more than 100 embossed pages per volume to prevent bulkiness.
- Using a word processing program, create the Transcriber's Notes Template (Attachment G) and Title Page Minimum Requirements (Attachment F) for each volume and Special Symbol page (if needed).
 - Receive electronic tactiles from Graphic Artist and insert tactiles in transcription file as instructed in Formatter's Notes.
 - Review completed braille volumes before submitting to Formatter and Proofreader.
 - Send the transcribed volume(s) to the Formatter for review.
 - Make corrections from Formatter (if any) and send transcribed volumes to Proofreader.
 - The Proofreader will recommend edits and corrections via Proofreader's notes and return to the Transcriber for review.
 - The Transcriber must respond to Proofreader's notes, edits, and corrections, (i.e. corrected or do not agree with recommendations because...) and submit back to the Proofreader. Make all necessary corrections from Proofreader's notes, sign, and verify that corrections were made.
 - Complete Braille File Information Template (Attachment K).

PROOFREADER RESPONSIBILITIES

The Proofreader will review the braille files for formatting accuracy, tactile accuracy, correct placing, and transcription accuracy and correctness. The Proofreader may not be the same person as the Formatter, Transcriber, or Graphic Artist. The Proofreader will:

- Receive one print copy of the original book from the Transcriber for proofing assignment
- Receive one copy of the written Formatter's instructions and marked-up copy of the instructional material from the Formatter.

- Receive completed braille and tactile volumes from the Transcriber and Graphic Artist for proofing and for using the Proofreader's Notes Template Form (Attachment H), note any errors for edits and corrections, and submit to the Transcriber.
- Work with the Transcriber and Graphic Artist to resolve any discrepancies if the transcriber does not agree with edits and corrections.
- Verify that the agreed upon edits and corrections in the Proofreader's notes are completed by the Transcriber by reviewing the corrected braille volumes.
- Send the signed and verified completed Proofreader's notes to the Transcriber. The Transcriber will submit signed and completed Proofreader's notes form along with the completed assignment to MDE's State Project Monitor for payment.

GRAPHIC ARTIST (TACTILIST) RESPONSIBILITIES

The individual creating tactiles will be known as a Graphic Artist. Tactiles should be created electronically (i.e. CorelDraw, Adobe Illustrator, Microsoft Word, etc. so that it can be incorporated into the braille file. Puff paper or collage tactiles are no longer acceptable due to its lack of durability and short shelf life.

Not all graphics or pictures in an assigned instructional material will be transcribed by the Graphic Artist. The Graphic Artist shall confer with the Formatter and will be responsible for deciding which graphics are transcribed and which are not. A tactile should be created if the pictures or graphics are required for educational purposes. However, if a picture is omitted, a description or captions should be provided for each omitted picture on the Transcriber notes.

The Graphic Artist shall not be the same person as the Proofreader. The Graphic Artist will:

- Review the Formatter's mark-up instructions to determine if a tactile will need to be created. If there are any discrepancies or disagreement on the Formatter's instructions, the Graphics Artist will need to work with the Formatter to resolve the issue.
- Create the tactiles in the size required by the Formatter.
- Work with the Transcriber to provide braille for internal words, captions for the tactiles, and give an estimate of space required for completed tactiles of one-half page or more. A simple phrase, such as "picture was omitted" or "ask teacher for help" will not be accepted.
- Send an electronic copy and a hard copy of the Graphics Tally Sheet (Attachment I) to the Proofreader to check for accuracy and completeness. If the Proofreader recommends edits and corrections via the Graphic Error Sheet (Attachment J), the Graphic Artist will need to work with the Transcriber and proofreader to resolve.
- Save and send the completed electronic tactiles and the Graphics Tally Sheet to the Transcriber for insertion by volume. Transcriber will insert electronic file in the space reserved for the electronic tactile.
- Electronic tactile files must be saved by volumes consecutively and in sequence.

- When the project is completed, send Graphics Tally Sheet and Graphics Error Sheet to the Transcriber so that it can be included with the final complete braille file and be submitted for payment.

The Contractor Project Manager will submit the completed physical braille textbook to the MDE State Project Monitor and send the invoice to MDE Accounting for payment.

BRaille SOFTWARE

All braille and tactile materials submitted should be created on widely-used software and must be able to be reviewed using Braille 2000 or Duxbury. If MDE, or any of the MDE's clients and/or other Contractors, are not able to view any materials or files provided by the primary Contractor, MDE reserves the right to request the primary Contractor to replace their braille software with one that is viewable by the MDE, or any of the MDE's clients and/or other Contractors, at no additional cost to the MDE.

21. ACKNOWLEDGMENT OF AMENDMENTS

Bidders shall acknowledge receipt of any amendment to the solicitation by signing and returning the amendment form with the proposal. The acknowledgement must be received by the MDE by the time and at the place specified for receipt of proposals.

22. NOTICE OF INTENT TO AWARD

Award shall be publicly posted on the MDE's website and MAGIC for 48 hours prior to Official award notices. After public posting, the MDE shall notify in writing to the responsible Offeror(s) whose proposal is determined to be the most advantageous to the State taking into consideration evaluation factors set forth in the solicitation. The notice of intended Contract award shall be sent confirmation to the winning Offeror. Unsuccessful Offerors will be notified in the same manner after the award has been accepted or declined.

23. POST-AWARD VENDOR DEBRIEFING

Vendors will be given the opportunity to request a debriefing. Upon notification of intent to award or notification of unsuccessful bidder, Contractor will have three (3) business days to request a post-award debriefing in writing, by U.S. mail or electronic submission. At a minimum, the debriefing should occur within three (3) business days after receipt of the Contractor request. The debriefing shall include the following:

- (1) Evaluation of significant weaknesses or deficiencies in the proposal;
- (2) Overall evaluated cost or price and technical rating, if applicable, of the successful Contractor(s) and the debriefed Contractor;
- (3) Overall ranking of all Contractors, when any ranking was developed by the agency during the selection process;
- (4) Summary of the rationale for award; and,

- (5) Reasonable responses to relevant questions about selection procedures contained in the solicitation, applicable regulations, and other applicable authorities that were followed.

24. RIGHT TO PROTEST

A. Interested Party means an actual or prospective Offeror that may be aggrieved by the solicitation or award of a contract, or by the protest.

B. Protestor means any actual or prospective Offeror who is aggrieved in connections with the solicitation or the award of a contract who files a protest.

C. Special Assistant Attorney General shall mean the individual assigned by the Attorney General to provide legal assistance to the State agency.

24.1 Procedures for Filing Protests

Protestors should seek resolution of their complaints initially with the office that issued the solicitation.

Any actual or prospective Offeror who is aggrieved in connection with the solicitation or award of a contract may protest to the Agency Head and provide a copy the Department of Finance and Administration Director of the Office of Personal and Professional Service Contract Review. The protest shall be submitted in writing within seven (7) calendar days of the award 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 Agency head. Protests filed after the seven (7) day period shall not be considered.

To file a protest directly to the PPRB, the aggrieved party shall file a protest with the Office of Personal Service Contract Review 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 seven (7) days of the solicitation posting or award.

24.2 Content of Protest

The written protest letter shall contain:

1. The name and address of the protester.
2. An appropriate identification of the procurement, the procurement number and if a contract has been awarded.
3. An explanation of the specific basis for the protest.
4. The protesting Offeror must provide facts and evidence to support the protest.
5. Provide statement of reason for the protest, supporting exhibits, evidence, or documents to substantiate any claim unless not available within the filing time in which case the expected availability date shall be indicated.

6. Place protest letter in an envelope clearly marked "Protest"
7. A protest is considered filed when received by the MDE, or designee. Protests filed after the seven (7) calendar days will not be considered.

24.3 Protest Decision

The MDE in collaboration with the Special Assistant Attorney General shall promptly issue a decision in writing. The decision shall:

- (a) state the reason for the action taken; and
- (b) inform the protestant of its right to administrative review.

25. AUDIT

The MDE may conduct random audits to monitor Contractor performance. There will be no restrictions on the right of the State or Federal government to conduct whatever inspections and audits are necessary to assure quality, appropriateness or timeliness of services and reasonableness of their cost. Pursuant to 31 U.S.C. § 3731(b)(2), claims may be brought up to ten (10) years after the date on which a violation is committed. The right to audit exists for ten (10) years from the final date of the contract period or from the date of completion of any audit, whichever is later.

26. PERFORMANCE BOND

Within ten (10) days of execution of contract and prior to commencement of services under this agreement, Contractor shall provide the Mississippi Department of Education with a Performance Bond in the amount of this agreement, which bond shall be maintained for the prompt and faithful performance of all Contractor's obligations under this agreement by a surety or sureties that are acceptable to the Mississippi Department of Education.

27. 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 CLAUSE

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. 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.

6. 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 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.

7. BOARD APPROVAL

It is understood that this contract is void and no payment shall be made in the event that the Mississippi Board of Education and/or the State Board of Education does not approve this contract.

8. COMPLIANCE WITH 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.

9. CONTRACTOR PERSONNEL

The Agency 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 Agency reasonably rejects staff or subcontractors, Contractor must provide replacement staff or subcontractors satisfactory to the Agency in a timely manner and at no additional cost to the Agency. The day-to-day supervision and control of Contractor's employees and subcontractors is the sole responsibility of Contractor.

10. 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 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 grant 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.

The Contractor is prohibited from using, distributing, or selling any part of the instructional materials (electronic and/or hard copies) given to them by the MIRC/MSB at any stage *during* the transcription process for any use other than to carry out the services outlined in this Scope of Work. Any improper use will be considered a breach of contract and Contractor will be liable for damages.

The final product, both physical and electronic copies, will be submitted to MIRC/MSB upon completion to be used at their discretion in the future. MDE grants to the Contractor a revocable license to use, distribute, or sell the final product after project completion and post availability in the nationwide Louie database as a vendor who has previously transcribed and embossed the textbook. MDE reserves the right to revoke said license to final product at MDE's discretion and will provide the Contractor with reasonable notice of said revocation.

11. 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 proposal or 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 proposal or 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 paragraphs two (2) and (3) of this certification; and,

(5) has not, within a three year period preceding this proposal or qualifications had one or more public transactions (federal, state, or local) terminated for cause or default.

12. 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 Mississippi Code Annotated §§ 25-61-1 *et seq.*

13. 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 Annotated § 31-7-301 *et seq.*

14. 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 Annotated §§ 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) 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 costs incurred by the State due to Contract cancellation or loss of license or permit to do business in the State.

15. 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 the 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.

16. INDEMNIFICATION

To the fullest extent allowed by law, Contractor shall indemnify, defend, save and hold harmless, protect, and exonerate the members of the Mississippi Board of Education, the MDE, and its commission 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 attorneys' 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, 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 State. 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 State's concurrence, which the State shall not unreasonably withhold.

17. 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.

18. INDEPENDENT PRICE DETERMINATION

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

19. 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.

20. 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.

21. 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.

22. 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 3-403 (Cost or Pricing Data) of the *Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations*.

23. 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.

24. 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.

25. 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>.

26. 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 proposal or qualification.

27. REPRESENTATION REGARDING GRATUITIES

The 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.

28. 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 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.
- (4) **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.

29. 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. The 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.
- (2) *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.

30. 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.

- (2) **Contractor's Duties.** Notwithstanding termination of the contract and subject to any directions from the Chief Procurement Officer, Contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of Contractor in which the MDE has an interest.
- (3) **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 MDE for the excess costs incurred in procuring similar goods and services.
- (4) **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).
- (5) **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 MDE, be the same as if the notice of termination had been issued pursuant to such clause.

- (6) **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.

31. 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.

32. 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.

33. 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 Annotated §§ 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 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.

34. 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.

Tentative Timeline

NEW BRAILLE TEXTBOOK AND INSTRUCTIONAL MATERIAL SERVICES

May 3, 2019	Release
May 3, 2019 May 10, 2019	Advertisement dates in The Clarion Ledger
May 10, 2019	Mail, email, and post to the MDE website
May 17, 2019	Deadline for questions
May 22, 2019	Deadline for program office response to questions and posting to website
June 5, 2019	Proposals due by 5:00 p.m. Central Time (CT) to Procurement
June 6, 2019	Proposal opening
June 10, 2019	Evaluation of proposals
June 19, 2019	Notice of intent to award
June 28, 2019	Post-Award debriefing held by date
July 1, 2019	Protest deadline date
TBD	Contract to The Mississippi Board of Education
TBD	Contract to Public Procurement Review Board (PPRB)
September 1, 2019	Contract start date

**ATTACHMENT A
TRANSMITTAL FORM
NEW BRAILLE TEXTBOOK AND INSTRUCTIONAL MATERIAL**

Name of Offeror: _____

Contact Person: _____

Title: _____

Location of Offeror's Principal Place of Business:

Location of Place of Performance (if different from above):

Phone Number: _____ **Fax Number:** _____

Mailing Address: _____

By my signature below, I hereby represent that I am authorized to and do bind the offeror to the provisions of the attached proposal. I have thoroughly read and understand this Request for Proposals (RFP) and the attachments herein. I agree to perform the specified personal and professional services in accordance with provisions set forth in the RFP. I fully understand and will assure compliance with the Conditions of Solicitation and Standard Terms and Conditions contained in the RFP. I will secure, at my own expense, applicable personnel who shall be qualified to perform the duties required under this RFP. Furthermore, I am fully aware of the evaluation criteria to be utilized in awarding the contract.

Authorized Signature

Date

Proposal Due Date: Wednesday, June 5, 2019, 5:00 p.m., Central Time (CT)

The Mississippi Department of Education: Office of Procurement

ATTENTION: Monique Corley

New Braille Textbook and Instructional Material Services

See page 4 for delivery addresses.

**ATTACHMENT B
CERTIFICATIONS AND ASSURANCES**

I/We make the following certifications and assurances as a required element of the qualification to which it is attached, of 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) by circling the applicable word or words in each paragraph below:

CONTINGENT FEES FORM

The prospective contractor represents as a part of such contractor's proposal that such contractor **has () or has not ()** retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract.

REPRESENTATION REGARDING GRATUITIES

The 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.

ACKNOWLEDGEMENT OF AMENDMENTS

I acknowledge all amendments, if any, to this solicitation.

Responses to questions will be treated as amendments to the solicitation and will require acknowledgment.

PROSPECTIVE CONTRACTOR'S REPRESENTATION REGARDING CONTINGENT FEES

The prospective Contractor represents as a part of such Contractor's qualification that such Contractor **has () or has not ()** retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract.

FEDERAL DEBARMENT CERTIFICATION:

I hereby certify that Contractor is not on the list for federal debarment on www.sam.gov – System for Award Management.

STATE OF MISSISSIPPI DEBARMENT CERTIFICATION:

I hereby certify that Contractor is not on the list for debarment on www.sos.ms.gov for doing business with the State of Mississippi or with any Mississippi State Agency.

PARTNERSHIP DEBARMENT CERTIFICATION:

I hereby certify that all entities who are in partnership through this contract or grant with the Mississippi Department of Education (MDE) (subcontractors, subrecipients, et al.) are not on the federal debarment list on www.sam.gov – System for Award Management or the State of Mississippi debarment list. Proof of documentation of partnership verification with SAM shall be kept on file and the debarment status shall be checked prior to submission of every contract/subgrant and modification to MDE.

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.

Title of Solicitation

Offeror's Name

Date

Note: Please be sure to **check or circle the applicable word or words** provided above. Failure to check the applicable word or words and to sign the form will result in being rejected as nonresponsive. **Modifications or additions to any portion of this document may be cause for rejection of award.**

ATTACHMENT C
PROPRIETARY INFORMATION

The enclosed proposal does () or does not () contain trade secrets or other proprietary data which the offeror wishes to remain confidential in accordance with Section 25-61-9 and 79-23-1 of the Mississippi Code.

If the enclosed proposal does include pages that the offeror wishes to designate as proprietary, please list page numbers below.

Offeror Signature

Date

Title of Request for Proposals

*Please check appropriate response

**ATTACHMENT D
BUDGET SUMMARY FORM**

Price per page should include formatting, transcribing, proofreading, embossing, binding, and packaging:

1.	Literary price per transcribed brailled page	\$_____
2.	Math/Nemeth price per transcribed brailled page	\$_____
3.	Science/Social Studies price per transcribed brailled page	\$_____
4.	Tactile price per page	\$_____
5.	Music price per brailled page	\$_____

Due to the time-sensitive nature of braille textbooks, 50% of volumes of a textbook must be delivered by July 15th each year provided the MIRC orders the textbook by April 30th. The remaining volumes must be delivered 45 business days after the initial shipment.

Each assignment after April 30th will have a delivery date scheduled by the MDE State Project Monitor after consultation with the Contractor Project Monitor prior to the order being placed. Assignments after April 30th will have 30 to 90 business days for a minimum of 50% volume completion. Timelines may vary due to the number of pages and tactiles needed for the textbook. Timelines may be extended or revised by the MDE State Project Manager upon written request by the Contractor. It is the sole discretion of the MDE State Project Monitor to approve or deny such requests.

Are you, the Contractor, able to meet this deadline? Yes ____ No ____ (ARO – After receipt of the order)

**COMPANY
NAME:** _____

AUTHORIZED BIDDER'S SIGNATURE:

_____ **DATE:** _____

ATTACHMENT E REFERENCES

Contractor: _____

Contact Person: _____ Phone: _____

Number of years company has been in business: _____

Company _____ **Name:** _____

Address: _____

City, _____ State, _____ Zip: _____

Contact Person: _____ Phone: _____

Contract Description: _____ Fax: _____

Company _____ **Name:** _____

Address: _____

City, _____ State, _____ Zip: _____

Contact Person: _____ Phone: _____

Contract Description: _____ Fax: _____

Company _____ **Name:** _____

Address: _____

City, _____ State, _____ Zip: _____

Contact Person: _____ Phone: _____

Contract Description: _____ Fax: _____

ATTACHMENT F

TITLE PAGE MINIMUM REQUIREMENTS

Title:

Grade Level:

Copyright information:

*Further reproduction or distribution other than a specialized format is prohibited

Transcription of

ISBN-10:

ISBN-13:

Transcribed, YEAR, by NAME

COMPANY NAME

CITY, STATE

UEB or EBAE Format:

Publisher:

ISBN # (13 digits, no dashes):

Author:

Published By:

City, State of Publication:

.

Number of Volumes:

Number of Supplement Volumes:

Number of Preliminary Volumes:

Volume:

Braille pages:

Print Pages:

This textbook is property of the **Mississippi Department of Education**. When it is no longer needed by the local education agency, it must be returned to the MIRC/Mississippi School for the Blind for redistribution.

MIRC

Mississippi School for the Blind

1252 Eastover Drive

Jackson, MS 39211

Return this book postage-free by writing "Free Matter for the Blind" in the upper right-hand corner of the package.

ATTACHMENT G

TRANSCRIBER'S NOTES TEMPLATE

*Transcriber completes and returns to the Contractor who will submit to MIRC/MSB as proof of work completed.

Transcriber Name:

ISBN #:

Subject:

Grade:

Publisher:

Title:

Volume:

Page Number	Notation

ATTACHMENT H
PROOFREADER'S NOTES TEMPLATE

*Proofreader completes and returns to Transcriber and Contractor who submits to MIRC/MSB as proof of work completed.

Date:

Service Dates (To and from):

Publisher/Title:

Grade level:

ISBN:

Total Print Pages:

Total Braille Pages:

Total Tactiles Proofed:

Transcriber's Printed Name:

Transcriber's Signature:

*Transcriber's signature acknowledges receipt of Proofreader's notes – please return to Proofreader.

Proofreader's Name:

Proofreader's Signature:

*Proofreader's signature verifies that the corrections were made. All Proofreader's notes must be included with invoices for payment.

Line Number	Cell Number	Print Page Number	Braille Page Number	Corrections Needed (*please state if no corrections are needed)	Transcriber's Notes

ATTACHMENT I
GRAPHICS TALLY SHEET TEMPLATE

*Graphic Artist completes and returns to Transcriber and Contractor who submits to MIRC/MSB as proof of work completed

Transcriber Name:

Purchase Reference Number:

Title:

Grade:

Volume No(s):

Number of Graphics:

Description of Graphic	Braille Page Number	Print Page Number	Date Completed

ATTACHMENT J
GRAPHICS ERROR TEMPLATE

*Graphic Artist completes and returns to Proofreader and Contractor who submits to MIRC/MSB as proof of work completed

Transcriber Name:

Purchase Reference Number:

Title:

Grade:

Volume No(s):

Number of Graphics:

Graphic Print Page #	Proofreader's Comments	Graphic Artist's Comments	Date	Initials

**ATTACHMENT K
BRAILLE FILE INFORMATION FORM**

*Contractor submits to MIRC/MSB as proof of work completed

Title:

Publisher:

ISBN:

Brailleur:

Proofreader:

File Name:

Number of Print Pages:

Quoted Number of Braille Pages:

Actual Number of Completed Braille Pages:

Quoted Number of Tactile Pages:

Actual Number of Completed Tactile Pages:

Start Date:

Completion Date:

ATTACHMENT L

GLOSSARY OF TERMS

- **BANA Formats:** Braille Association of North American (BANA) is an association which publishes rules and guidelines pertaining to the standardization of braille in all existing and future codes for braille transcription and tactile graphics.
- **Braille File:** A completed text in an electronic file that can be printed out in braille (e.g. inabt orbrf extensions)
- **NIMAS File:** National Instructional Materials Accessibility Standard Publisher file sent to the National Instructional Materials Accessibility Center (NIMAC) repository and converted into a file in which alternate formats can be created
- **Formatted RTF File:** A textbook from the publisher in rich text file format
- **Braille Transcription:** A Braille version of text in an electronic file
- **Tactile:** A tactile graphic is a representation of a print graphic designed in a manner that is the most meaningful to the reader.
- **Contracted Braille:** also known as Grade Two Braille and uses standard shortened characters for common words and/or phrases.
- **Uncontracted Braille:** also known as Grade One Braille and uses letter for letter braille.
- **Interpoint:** Dual-sided Braille, using both sides of the Braille paper to condense the number of volumes needed to complete the book.
- **Title Page:** A word document that must be created by Transcriber in text which contain information in each volume, for sighted instructors. Each title page should contain: title of book, ISBN, volume number and the print pages that the volume contains in braille, etc. (see Attachment 4) this document must be done in Arial 12point font.
- **Volumes:** Braille and tactile files will be sectioned by volumes. Volumes of braille will be divided into no more than 100 single-sided brailled pages. A new volume must start at the beginning of a chapter or in a logical place as to not interrupt the flow from one volume to the other.
- **Preliminary Volume(s):** Also known as front matter, which is all print information at the front of the book to include copyright information, author, and table of contents. If front matter is more than 100 single-sided brailled pages, a new preliminary volume should be created and saved as such.
- **Supplemental Volume(s):** Also known as back matter, the information at the back of the book to include index, glossary, and other appendices, all labeled as supplemental volumes. If back matter is more than 100 single-sided brailled pages, a new preliminary volume should be created and saved as such.
- **Transcriber's Notes (TN):** A Word document template that the Transcriber fills out to provide notes when the Braille does not match the text, such as explaining the picture in text for the teacher that would be better understood rather than a tactile graphic.
- **Graphic Tally Sheet:** A Word document template that the Graphic Artist () fills out to account for all graphics, pictures, charts, diagrams, maps and all other visual arts that need to be recorded for the embosser.

- **Proofreader Notes:** A Word document template that the Proofreader completes to document any notes, edits and/or recommended corrections to either formatting, tactiles, or transcription.
- **Special Symbol Page:** A Word document that describes the special symbols that the Transcriber used to include all contracted Braille short codes as well as punctuation specific to the subject matter.