

REQUEST FOR APPLICATION



Contract Worker for District Consolidations, District of Transformation, and the MS Achievement School District

RFx # 3150005115

Submission Deadline Date: August 28, 2023

Table of Contents

SECTION 1. INTRODUCTION AND OVERVIEW.....	4
1.1 Purpose and Goals.....	4
SECTION 2. SCOPE OF SERVICES	4
2.1 Scope of Services	4
2.2 Contractor Prerequisites	5
SECTION 3. COMPENSATION	5
3.1 Hourly Rate	5
SECTION 4. REFERENCES.....	5
SECTION 5. MINIMUM QUALIFICATIONS	6
5.1 Questions and Answers	6
5.2 Acknowledgment of Amendments	7
5.3 Cost of Application Preparation	7
5.4 Right to Reject, Cancel and/or Issue Another Solicitation	7
5.5 Registration with Mississippi Secretary of State.....	7
5.6 Debarment.....	7
5.7 State Approval	7
SECTION 6. PROCUREMENT OF CONTRACTS	7
6.1 Restrictions on Communications with the MDE Staff.....	7
6.2 Submission Requirements	8
6.3 Application Submission Period	9
6.4 Important Tentative Dates	10
6.5 Acceptance of Applications	10
6.6 Disposition of Application.....	11
6.7 Modification or Withdrawal of an Application	11
6.8 Rejection of Applications	11
6.9 Corrections and Clarifications.....	12

6.10	Application Evaluation.....	12
6.11	Ethics.....	13
6.12	Termination in Event of Employment	13
6.13	Protest of Solicitation or Award	13
	Appendix A – Standard Terms and Conditions	15
	Appendix B - REFERENCE SCORE SHEET	23
	Appendix C – CONTINGENT FEE	24
	Appendix D – ACKNOWLEDGEMENT OF AMENDMENTS.....	25
	Appendix E – AGENCY CONTRACTS	26

SECTION 1. INTRODUCTION AND OVERVIEW

1.1 Purpose and Goals

The Mississippi Department of Education (MDE) Office of Academic Education issues this Request for Applications to solicit competitive sealed bids from qualified, experienced, and responsible Applicants to serve as a contractual Deputy Superintendent. Potential Applicants must have the proven ability to perform all core services requested in this solicitation. A detailed list of services is contained in the **Scope of Services (2.1)**.

All contract awards are at the discretion of the State Board of Education (SBE). The contract will be awarded for October 9, 2023 – June 30, 2024 with up to three one year renewals (July 1, 2024 – June 30, 2025; July 1, 2025 – June 30, 2026; July 1, 2026 – June 30, 2027). Each year the contract will be reviewed to ensure services will be continued annually and shall be contingent upon successful completion of the services in the preceding year's contract, availability of funding and a performance-based evaluation. This solicitation and any resulting contract(s) shall be governed by the applicable provisions of the *State Board of Education Contract Policies* and if required, the *Mississippi Public Procurement Review Board (PPRB), Office of Personal Service Contract Review (OPSCR) Rules and Regulations*, a copy of which is available at 501 N. West Street, Suite 701E, Jackson, Mississippi 39201 for inspection or visit [PPRB/OPSCR Rules and Regulations](#). The contract Standard Terms and Conditions has been included as Appendix A for your review and acceptance. If the Applicant objects to any of the Standard Terms and Conditions, the objection may be considered as an adequate cause for rejection without further negotiations.

A copy of this solicitation, including all appendices and any subsequent amendments, including the Question-and-Answer amendment, if issued, will be posted on the MDE [website](#) under “Public Notice” Request for Applications, Qualifications, and Proposals section. It is the sole responsibility of all interested Applicants to monitor the Mississippi Accountability Governmental Information Collaboration System (MAGIC) email notices and the website for updates regarding this procurement.

SECTION 2. SCOPE OF SERVICES

This section contains information on services and requirements the Applicant shall provide. The descriptions are not all-inclusive but are to inform the Applicant of services or requirements that may require additional planning or programming. A detailed application packet is required to respond to this solicitation to describe the qualifications of the successful Applicant.

The Applicant is expected to provide the following services:

2.1 Scope of Services

The Mississippi Department of Education seeks applications for a contract worker to perform the following services:

The duties include but are not limited to:

- Working with new, upcoming, and recently consolidated school districts (local school districts that are required by law to be merged together to become a consolidated school district), including serving as a governmental affairs representative for the MDE with Mississippi school district consolidations;

- Serving as a liaison to interim superintendents in Districts of Transformation to work with personnel on renewals and releases, work with advisory board, and work with returning the district to local control;
- Serving as a liaison to superintendent in the MS Achievement School District to work with personnel renewal or releases, and on community issues;
- Performing administrative duties as requested for the Office of Academic Education;
- Working with administrative and training aspects of the Superintendents Academy and the Principals Academy which focus on training and mentoring existing and potential future school district superintendents and principals in Mississippi; and
- Working on special assignments as requested by the State Superintendent of Education.

2.2 Contractor Prerequisites

- Shall have served as a successful Superintendent in a high performing school district, as evidenced by high academic achievement, proficiency and growth, as well as maintenance of accreditation and financial stability with at least five (5) years of administrative experience in the education field; and
- Available to travel.

SECTION 3. COMPENSATION

3.1 Hourly Rate

The position will pay \$76.92 per hour for up to 1040 hours per fiscal year, for the period October 9, 2023 – June 30, 2024. Renewal options for this contract shall be contingent upon available funding, a need for services, and a performance evaluation of the proceeding year's contract.

The MDE will withhold federal and state taxes, FICA, and Medicare. The MDE will pay the required employer contribution for FICA, Medicare and PERS, if applicable. Travel will be reimbursed according to the MDE travel policy. In addition, travel time that equals or exceeds two (2) hours (round trip) will be compensated as follows:

*** Two (2) to four (4) hours round trip of travel time as determined by the MDE will be compensated at one (1) hour of the hourly rate of pay.**

*** Travel time over four (4) hours round trip as determined by the MDE will be compensated at two (2) hours of the hourly rate of pay.**

Applicants shall acknowledge all funds and awards are subject to appropriations by the state/federal government and the MDE will not be liable for compensation of any award terminated prior to services beginning.

SECTION 4. REFERENCES

The Program Office staff and the Office of Procurement must be able to contact two (2) references, within five (5) business days to ensure the Applicants evaluated are responsible. (See Appendix B)

1. List up to a minimum of five (5) references must specify:

- a. Client name, include contact person, title (director or administrator etc.), location address, e-mail address, and phone number; and
- b. Type of relationship e.g., professional, friend, employee

SECTION 5. MINIMUM QUALIFICATIONS

The following minimum qualifications are mandatory. If, in the opinion of the MDE, the Applicant fails to meet any of these minimum qualifications, the application will be disqualified from further evaluation. It is the responsibility of the Applicant to submit a complete application on or before the submission deadline.

Experience/Years

- Must have successful related experience at the central office/district level and/or building administration and experience in working with diversified stakeholder groups to implement large scale projects and initiatives. This experience may include work as a superintendent engaging with community groups, as well as planning and executing on governance, instruction, operations, and/or facility projects; and
- Shall have served as a successful Superintendent in a high performing school district, as evidenced by high academic achievement, proficiency and growth, as well as maintenance of accreditation and financial stability
- Shall have at least five (5) years of administrative experience in the education field.

Education/Year

- Shall have a Master's degree or higher.

License/Certification

- Shall have a current Mississippi administrator's license.

The Applicant must also provide sufficient detail to demonstrate significant experience and knowledge in working with programs similar to the scope of this solicitation. For each client, please detail in the application, resume, and/or supporting documents the following:

The Applicant shall provide services directly related to this contract from an office located in the United States, at the MDE, or as specified by the program office.

5.1 Questions and Answers

Questions must be submitted to dhammons@mdek12.org and must be received no later than **Tuesday, August 8, 2023 by 5:00 PM CST**, to ensure a response by the MDE. Responses to questions will be posted to the MDE website at <https://www.mdek12.org/PN/RFP> under "Public Notice" Request for Applications, Qualifications, and Applications section as an amendment to the solicitation on **Monday, August 14, 2023**. Questions received after **the deadline** will not be considered for a response. It is the Applicant's sole responsibility to regularly monitor the website for amendments and/or announcements concerning this solicitation.

5.2 Acknowledgment of Amendments

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

5.3 Cost of Application Preparation

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

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

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

5.5 Registration with Mississippi Secretary of State

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

5.6 Debarment

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

5.7 State Approval

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

SECTION 6. PROCUREMENT OF CONTRACTS

6.1 Restrictions on Communications with the MDE Staff

At no time shall any Applicant or its personnel, contact or attempt to contact, any MDE staff regarding this solicitation except for the contact specified in the Questions and Answers Section. **Should it be determined that any Applicant has attempted to communicate or has communicated with any MDE employee outside of the Office of Academic Education regarding this solicitation, the MDE, at its discretion, may disqualify the Applicant from submitting an application in response to this SOLICITATION.**

6.2 Submission Requirements

For applications that are **shipped/mailed**, the proposal shall be submitted in one (1) original bound binder using the Required Format in the section below. For applications that are submitted via **MAGIC**, the application shall be electronically submitted using the Required Format in the specified section below. **The complete application including all attachments shall be submitted in a searchable Microsoft Office® format, preferably in Word® or Portable Document Format (PDF) only.**

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

The Applicant shall provide the following:

- a. one (1) original signed copy of the complete application including all attachments.

Section components must be clearly distinguished as follow:

1. COMPONENT 1 – Application (Signed)

- a. **Tab 1 – Application** shall provide clear and concise information to encompass the minimum qualifications. Any required information that is omitted and not addressed in the minimum qualifications section will disqualify submission and will not be considered for an award.

2. COMPONENT 2 - Resume

- a. **Tab 2 – *Resume*** shall include qualifications and experiences to align and address the scope of work. Any required information that is omitted and not addressed to support the scope of work will disqualify submission and will not be considered for an award.
- b. **Tab 3 – *References*** shall meet the requirements as set forth in the References section. (See Section 4)

3. COMPONENT 3 – License/Certification

- a. **Tab 4 - *License/Certification*** shall meet the requirements as set forth in the minimum qualifications.

4. COMPONENT 4 - Other

- a. **Tab 5 –** Any additional relevant information (not to exceed five (5) pages)
- b. **Tab 6 - Signed Acknowledgement of Amendment/ Contingent Fee Forms**

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

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

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

6.3 Application Submission Period

A signed application packet shall be submitted electronically via the [Mississippi Accountability Governmental Information Collaboration System \(MAGIC\)](#) no later than **Monday, August 28, 2023 by 2:00 PM Central Standard Time (CST)**. Applications shall be submitted in the Mississippi Accountability Governmental Information Collaboration System (MAGIC). Please visit and register at DFA: Mississippi Suppliers (Vendors) ([ms.gov](#)). If assistance is required, contact MASH help desk at 601-359-1343 at least **72 hours** in advance of the due date for submission. Applications received after the time designated in the solicitation shall be considered late and shall not be considered for award.

OR

An original signed application packet with number (4) copies shall be shipped/mailed and received in a sealed envelope at the MDE no later than **Monday, August 28, 2023** by 2:00 PM Central Standard Time (CST). **The return address label must be visible on the sealed envelope and include the name of the individual/entity submitting a response.**

Shipping instructions are provided below:

MONIQUE CORLEY
Office of Procurement
The Mississippi Department of Education
(Contract Worker for District Consolidation, District of Transformation, and MS Achievement School District)
RFx # 3150005115
359 North West Street
Jackson, Mississippi 39201

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

Packages that are **delivered at the MDE in person by the applicant or a representative will NOT be opened. Packages received by shipping/mail without the appropriate**

acceptance by the MDE mailroom staff or is received and recorded AFTER the submission deadline will NOT be considered for an award.

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

6.4 Important Tentative Dates

Thursday, July 13 & 20, 2023	Advertisement
Tuesday, August 8, 2023	Deadline to submit questions and request for clarification
Monday, August 14, 2023	Responses to questions and request for clarification posted
Monday, August 28, 2023	Application submission deadline by 2:00 PM CST
Thursday, September 21, 2023	Anticipated Date of the Notice of Contract Award published
Thursday, September 28, 2023	State Board of Education (SBE) Meeting
Wednesday, October 4, 2023	Public Procurement Review Board (PPRB) Meeting
Monday, October 9, 2023	Contract effective date

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

6.5 Acceptance of Applications

After receipt of the applications, the MDE reserves the right to award the contract based on the terms, conditions, premises of the solicitation, and the application of the selected individual without negotiation.

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

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

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

6.6 Disposition of Application

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

6.7 Modification or Withdrawal of an Application

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

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

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

6.8 Rejection of Applications

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

1. The application contains unauthorized amendments to the requirements of the solicitation;
2. The application is conditional;
3. The application is incomplete or contains irregularities, which make the application indefinite or ambiguous;
4. The application did not follow submission requirements;
5. The application does not have an original or electronic authentication signature by the applicant;
6. The application contains false or misleading statements or references;
7. The Applicant is determined to be non-responsive;
8. The services offered in the application is unacceptable by reason of its failure to meet the requirements of the specifications or permissible alternates or other acceptable criteria set forth in the solicitation;
9. The application is received late. Late applications shall be maintained unopen in the procurement file;
10. The Applicant or representative emails the application response packet to an MDE staff;
11. The Applicant has been implicated in fraud and/or been debarred within the past seven (7) years;

12. The Applicant did not perform prior MDE services in an honorable and/or proper like manner;
13. The Applicant currently indebted to the State;
14. Objection with the Standard Terms and Conditions; or
15. In person delivery of application.

6.9 Corrections and Clarifications

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

6.10 Application Evaluation

All applications received in response to this solicitation by the stated deadline will receive a comprehensive, fair, and impartial evaluation. An evaluation committee will evaluate the applications using a two-phase process, consisting of Compliance and Analysis phase. A **100-point scoring scale** will be used in the evaluation process for applications determined to comply with and be responsive to the solicitation. The evaluation of any application may be suspended and/or terminated at the MDE's discretion at any point during the evaluation process at which the MDE determines that said application and/or Applicant fails to meet any of the mandatory requirements as stated in this solicitation, the application is determined to contain fatal deficiencies to the extent that the likelihood of selection for contract negotiations is minimal, or the MDE and/or the Board receives reliable information that would make contracting with the Applicant impractical or otherwise not in the best interests of the Board and/or the state of Mississippi.

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

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

1. Application received by submission deadline;
2. Required application submission format followed;
3. Minimum Qualifications met;
4. Application signed;
5. Resume;
6. References;
7. All Required Signed Forms (if applicable).

Failure to comply with these requirements shall result in the application being eliminated from further consideration. Applicants passing the Compliance Phase will be evaluated further.

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

Analysis Phase – In this phase of the evaluation process, the evaluation committee will score applications to determine numerical scores for each qualified Applicant. Numerical scores will be calculated based on the following criteria. Evaluation factors are listed below in order of their relative importance and weight:

1. **Application** (Weight/Value – 10%) - shall provide information to encompass the qualifications.
2. **Resume and References** (Weight/Value – 70%) – must provide clear and concise information to include work experience that aligns and addresses the required scope of work.
3. **Certifications/License** (Weight/Value – 20 %) – Any additional relevant information.

Upon completion of the Analysis Phase, the evaluation committee will review, score, and validate rubrics for the committee's average score to determine if a finalist will move to the Finalist Phase. If interviews are **not** included within this solicitation, the finalist with the highest-ranking score(s) will be the Awarded Applicant(s) after the Analysis Phase.

Upon completion of the evaluation of applications, the evaluation committee's average score will determine the top scoring application(s) and the Program Office will make a recommendation to the SBE as to the application deemed most advantageous to the State and to authorize the issuance of an Intent to Award contract notification to the selected Applicant or Applicants. After authorization by the Board, all participating Applicants will be notified in writing of the contract award.

6.11 Ethics

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

6.12 Termination in Event of Employment

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

Please review each Appendix to ensure all are on a separate page

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Appendix A – Standard Terms and Conditions

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

1. ACCESS TO RECORDS

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

2. ANTI-ASSIGNMENT/SUBCONTRACTING

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

3. APPLICABLE LAW

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

4. APPROVAL

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

5. ATTORNEY'S FEES AND EXPENSES

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

6. AUTHORITY TO CONTRACT

Contractor warrants (a) that it is a validly organized business with valid authority to enter into this agreement; (b) that it is qualified to do business and in good standing in the State of Mississippi; (c) that entry into and performance under this agreement is not restricted or prohibited by any loan,

security, financing, contractual, or other agreement of any kind; and (d) notwithstanding any other provision of this agreement to the contrary, that there are no existing legal proceedings or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this agreement.

7. AVAILABILITY OF FUNDS

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

8. BACKGROUND CHECKS

Contractor represents that it has never been convicted or pled guilty or entered a plea of nolo contendere to a felony in any court of the state of Mississippi, another state, or in federal court in which public funds were unlawfully taken, obtained or misappropriated in the abuse or misuse of any office or employment or money coming into its hands by virtue of any office or employment. Contractor agrees to an initial criminal background check to be performed as well as subsequent criminal background checks that may be necessary and all charges associated with these criminal background checks will be the responsibility of Contractor. Any disqualifying information received from the criminal background check will render this agreement null and void.

9. BOARD APPROVAL

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

10. COMPLIANCE LAWS

Contractor understands that the MDE is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and Contractor agrees during the term of the agreement that Contractor will strictly adhere to this policy in its employment practices and provision of services. Contractor shall comply with, and all activities under this agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

11. CONFIDENTIALITY

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

12. COPYRIGHTS

Contractor agrees that all new materials or processes developed, all inventions, new instructional concepts, techniques, scripts and/or work products created, devised, or produced under, or in the performance of, this Contract shall be and are the exclusive property of the MDE, in perpetuity.

Any liability resulting from the wrongful disclosure or use of the exclusive property of the MDE on the part of the Contractor shall rest with the Contractor.

13. DEBARMENT AND SUSPENSION

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

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

14. DISCLOSURE OF CONFIDENTIAL INFORMATION

In the event that either party to this agreement receives notice that a third-party requests divulgence of confidential or otherwise protected information and/or has served upon it a subpoena or other validly issued administrative or judicial process ordering divulgence of confidential or otherwise protected information that party shall promptly inform the other party and thereafter respond in conformity with such subpoena to the extent mandated by law. This section shall survive the termination or completion of this agreement. The parties agree that this section is subject to and superseded by Miss. Code Ann. §§ 25-61-1 *et seq.*

15. E-PAYMENT

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

16. E-VERIFICATION

If applicable, Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008 and will register and participate in the status verification system for all newly hired employees. Mississippi Code Ann. §§ 71-11-1 *et seq.* The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor agrees to maintain records of such

compliance. Upon request of the State and after approval of the Social Security Administration or Department of Homeland Security when required, Contractor agrees to provide a copy of each such verification. Contractor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws. The breach of this agreement may subject Contractor to the following:

- (1) termination of this contract for services and ineligibility for any state or public contract in Mississippi for up to three (3) years with notice of such cancellation/termination being made public;
- (2) (2) the loss of any license, permit, certification or other document granted to Contractor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year; or,
- (3) both. In the event of such cancellation/termination, Contractor would also be liable for any additional cost incurred by the State due to Contract cancellation or loss of license or permit to do business in the State.

17. HEALTH INSURANCE MARKETPLACE

Contractor is not eligible for health insurance coverage through the state of Mississippi. Contractor may be able to obtain health coverage for self and family through the Health Insurance Marketplace. The Marketplace offers “one-stop shopping” to find and compare private health insurance options. Contractor may be eligible for a new kind of tax credit that lowers monthly premiums and for assistance with out-of-pocket costs. Contractor may contact <https://www.healthcare.gov/> for more information, including an online application for health insurance coverage and contact information for a Health Insurance Marketplace in the area.

18. 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.

19. ORAL STATEMENTS

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

20. PERFORMANCE OF CONTRACT BY CONTRACTOR

Contractor hereby agrees to perform the Specified Services herein described in Paragraph 1 above in a proper, workmanlike, and dignified manner; warrants that he/she is able to and will perform such Specified Services in a manner acceptable to the MDE; and agrees to make all additions, deletions and/or changes that may be required by the MDE, as a condition precedent to the acceptance of such Specified Services by the MDE.

21. 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.

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 3-401 (Cost or Pricing Data) of the *Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations*.

23. 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>.

24. REPRESENTATION REGARDING CONTINGENT FEES

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

25. REPRESENTATION REGARDING GRATUITIES

The bidder, Applicant, 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*.

26. RIGHT TO AUDIT

Contractor shall maintain such financial records and other records as may be prescribed by the MDE or by applicable federal and state laws, rules, and regulations. Contractor shall retain these records for a period of three years after final payment, or until they are audited by the MDE, whichever event occurs first. These records shall be made available during the term of the contract and the subsequent three-year period for examination, transcription, and audit by the Mississippi State Auditor's Office, its designees, or other authorized bodies.

27. RIGHTS TO MATERIALS

Contractor retains the right to materials used in the performance of the Contract, which was developed by Contractor with non-MDE funds. The MDE is granted non-exclusive license to copy the materials for use within the State of Mississippi.

28. SEVERABILITY

If any part of this agreement is declared invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of the agreement that can be given effect without the invalid or unenforceable provision, and to this end the provisions hereof are severable. In such even, the parties

shall amend the agreement as necessary to reflect the original intent of the parties and to bring any invalid or unenforceable provision in compliance with applicable law.

29. STATE PROPERTY

Contractor will be responsible for the proper custody and care of any state-owned property furnished for Contractor's use in connection with the performance of this agreement. Contractor will reimburse the State for any loss or damage, normal wear and tear excepted.

30. STOP WORK ORDER

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

31. TERMINATION FOR CONVENIENCE

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

Contractor's Obligations. Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination Contractor will stop work to the extent specified. Contractor shall also terminate outstanding orders and

subcontracts as they relate to the terminated work. Contractor shall settle the liabilities and claims arising out of the termination of subcontractors 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.

32. TERMINATION FOR DEFAULT

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

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

Compensation. Payment for completed services delivered and accepted by the State shall be at the contract price. The State may withhold from amounts due Contractor such sums as the Chief Procurement Officer 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.

Excuse for Nonperformance or Delayed Performance. Except with respect to defaults of subcontractors, Contractor shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by Contractor to make progress in the prosecution of the work hereunder which endangers such performance) if Contractor has notified the Agency Head or designee within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the State and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, Contractor shall not be deemed to be in default, unless the services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit Contractor to meet the contract requirements. Upon request of Contractor, the Agency Head or designee shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, Contractor's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly, subject to the rights of the State under the clause entitled (in fixed-price contracts, "Termination for Convenience," in cost-

reimbursement contracts, "Termination"). "Termination for Convenience." (As used in this Paragraph of this clause, the term "subcontractor" means subcontractor at any tier).

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

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

33. 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.

34. 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.

35. TRANSPARENCY

This contract, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," and its exceptions. *See* Mississippi Code Ann. §§ 25-61-1 *et seq.* and Mississippi Code Annotated § 79-23-1. In addition, this contract is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Mississippi Code Annotated §§ 27-104-151 *et seq.* Unless exempted from disclosure due to a court-issued protective order, a copy of this executed contract is required to be posted to the Mississippi Department of Finance and Administration's independent agency contract website for public access at <http://www.transparency.mississippi.gov>. Information identified by Contractor as trade secrets, or other proprietary information, including confidential Applicant 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.

End of this page

Appendix B - REFERENCE SCORE SHEET

Applicant Name:

Reference Name:

Person Contacted, Title/Position:

Date/Time Contacted:

Service From/To Dates:

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

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

Score: Pass/Fail

Do you have any business, professional or personal interest with the applicant? If yes, please explain.	Yes	No
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A “yes” to the above question may result in an automatic disqualification of the provided reference; therefore, resulting in a score of zero as responses to previous questions become null and void.

Notes:

Program Director:

Signature

Title

Date

Appendix C – CONTINGENT FEE

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

Signature

Date

Note: Provide signature and check the applicable word or words required.

Appendix D – ACKNOWLEDGEMENT OF AMENDMENTS

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

Appendix E – AGENCY CONTRACTS

The prospective contractor represents as a part of Contract Worker for District Consolidation, District of Transformation, and MS Achievement School District that contractor **does ()** or **does not ()** have a current contract with the Mississippi Department of Education.

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

Program Office Name:	
Contract Service:	
Contract Amount:	
Contract Dates of Service:	

Program Office Name	
Contract Service	
Contract Amount	
Contract Dates of Service	

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

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

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