

REQUEST FOR PROPOSALS



Office of Educator Licensure Microfiche Conversion

Mississippi Department of Education
Office of Educator Quality
359 North West Street, Teacher Center
Jackson, Mississippi 39201

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Date: March 2, 2015

TABLE OF CONTENTS

Request for Proposals.....	2
A. Request for Information	2
B. Due Dates for Proposal	2
C. Responsibility of the Offeror	3
D. Scope of Work and Responsibilities	3
E. Timeframe	3
F. Type of Contract	4
G. Contractor Requirements	4
H. Mississippi Department of Education	4
I. Management Responsibilities of Personnel and Administration	4
J. Termination in Event of Employment	4
K. Memorandum of Understanding	5
L. Ethics	5
M. Available Budget.....	5
N. Format and Procedures for Delivery of Proposal	5
O. Acceptance of Proposals	7
P. Rejection of Proposals.....	7
Q. Disposition of Proposals.....	7
R. Conditions of Solicitation	7
S. Legal and Technical Support.....	9
T. Qualifications	9
U. Criteria for Evaluation of Proposals	9
V. Post-Award Vendor Debriefing	10
W. Standard Terms and Conditions	11
Attachment A – Proposal Transmittal Form.....	22
Attachment B – Contingent Fees Form	23
Attachment C – Proprietary Information Form.....	24

**REQUEST FOR PROPOSALS – Mississippi Department of Education
Educator Licensure Microfiche Conversion**

The Mississippi Department of Education (MDE) through the Office of Educator Quality is soliciting competitive written proposals from qualified vendors for Educator Licensure Microfiche Conversion.

A. REQUEST FOR INFORMATION

Questions concerning the RFP should be sent to: cneal@mde.k12.ms.us.

The deadline for submitting written questions by email is March 13, 2015. Copies of all questions submitted and the responses will be posted to MDE's website www.mde.k12.ms.us under the Public Notices section and will be available to the general public on March 18, 2015.

B. DUE DATES FOR PROPOSAL

One (1) proposal and an electronic copy saved to a CD or USB flash drive in a "read only" PDF format must be received by 3:30 p.m. Central Time (CT) on Tuesday, March 31, 2015 at the following address based upon the delivery method used:

Hand Deliver Proposals to:

Lorraine Wince
Office of Procurement
Mississippi Department of Education
Central High School, Suite 307
359 North West Street
Jackson, MS

Mail Proposals to:

Lorraine Wince
Office of Procurement
Mississippi Department of Education
Post Office Box 771
Jackson, MS 39205-0771

**Ship Proposals to:
(FedEx UPS, etc.)**

Lorraine Wince
Office of Procurement
Mississippi Department of Education
359 North West Street
Jackson, MS 39201

C. RESPONSIBILITY OF THE OFFEROR

- Ensure that the 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 Suite 307 of Central High School Building.
- Proposals and modifications received in the room after the time designated in the RFP will be considered **late** and will not be accepted or considered for award.
- Incomplete proposals will not be evaluated and will not be returned for revisions. No late, faxed or emailed copies will be accepted.
- Proposals that do not include the required number of copies will not be evaluated.
- Proposals that do not include the required CD or USB flash drive will not be evaluated.
- The proposal transmittal form must be signed by an authorized official to bind the offeror to the proposal provisions.

D. SCOPE OF WORK AND RESPONSIBILITIES

The Mississippi Department of Education is seeking proposals for conversion of microfiche jackets containing educator licensure files to 300 dpi indexed images.

- Converting microfiche files to searchable PDF files compatible with the electronic licensure management system.
- Providing pricing for jacketed files to be scanned and indexed up to 45 images per file up to 2,420 inches of microfiche jackets.

E. TIME FRAME

The anticipated initial contract period will be from May 22, 2015 through June 30, 2016 with 3 one-year renewals and a final period of 11 months for a total of no more than 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 the vendor 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.

F. 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.

G. CONTRACTOR REQUIREMENTS

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:

- Record level indexing at 300 dpi and scanned into a TIFF Group IV or PDF format.
- Transposition of files onto desired media (CD or hard drive)
- Files to be transported by contractor and to be safely and securely destroyed once digitized.
- Vendor to provide a formal Certificate of Destruction.

H. 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, and
- Provide available information to assist the contractor.

I. 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 course of the RFP.

J. TERMINATION IN EVENT OF EMPLOYMENT

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

K. 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.

L. 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 a MDE form) executed from his/her employer whereby the public employer acknowledges that it is aware of its employee working for MDE.

M. 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. In an effort to assure a fair and equitable evaluation and award we will advise potential contractors of the funds available. 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.

N. FORMAT AND PROCEDURE FOR DELIVERY OF PROPOSAL

The proposal will consist of seven parts: Part I – Proposal Transmittal Form; Part II – Vendor Profile; Part III – Production Proposal; Part IV – Budget; Part V – Standard Terms and Conditions; Part VI – Prospective Contractor's Representation Regarding Contingent Fees Form and Part VII – Proprietary Information Form.

The proposal shall be prepared with a 12-point font with single spacing; bound with no staples, clips or rubber bands; and limited to 50 pages.

- **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.
- **Part II** is the Vendor Profile, which shall provide satisfactory evidence of the vendor's capability to manage and coordinate the types of activities and to provide the services described in this RFP in a timely manner. Special attention should be given to the qualifications listed in the Qualifications section of this RFP. A discussion shall include a description of the vendor's background and relevant experience as related to the described activities. A description and details of the relevant experience shall be included converting microfiche files to searchable PDF files compatible with the electronic licensure management system. A minimum of three (3) references shall be provided. Samples of previous work may be included.
- **Part III** 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 II 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 vendor on similar projects should be included.
- **Part IV** is the Budget that shall include the cost proposal and must encompass all requirements of this RFP. In order to be considered, vendors must submit a proposal that includes the budget narrative/cost proposal that addresses all costs for services, expenses, and products specified in the RFP. Inclusive of providing pricing for jacketed files to be scanned and indexed up to 45 images per file up to 2,420 inches of microfiche jackets.
- The budget narrative is a maximum cost. The MDE will not pay any costs above this amount. A detailed budget narrative shall be included. Indirect costs will not be allowed. The budget narrative should include all costs associated with the project. A unit price shall be given for each service and such unit price shall be the same throughout the proposal.
- **Part V** is the Standard Terms and Conditions section where the Vendor shall indicate agreement with the terms and conditions as set forth on page number 10 of the RFP. If the Vendor objects to any of the terms and conditions, the Vendor shall so state and shall indicate any revisions desired by the Vendor. Please note that any revisions may be considered adequate cause for rejection of the proposal.
- **Part VI** is the Prospective Contractor's Representation Regarding Contingent Fees Form (Attachment B) which must be completed and attached to the proposal in response to the RFP.

- **Part VII** is the Proprietary Information Form (Attachment C) which must be completed and attached to the proposal in response to the RFP. Offerors must designate those portions of the proposals which contain trade secrets or other proprietary data which may remain confidential in accordance with section 25-61-9 and 79-23-1 of the Mississippi Code.

O. 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.

P. 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 Personal Service Contract 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.

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.

Q. DISPOSITION OF PROPOSALS

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

R. 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 will not be liable for any costs associated with the preparation of proposals or negotiations of contract incurred by any party.
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 Office of Educator Licensure, Mississippi Department of Education,
 - Successful negotiation of any changes to the proposal as required by MDE,
 - State Board of Education approval, if required,
 - Personal Service Contract 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. 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 Personal Service Contract 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. Bidders shall acknowledge receipt of any amendment to the solicitation by signing and returning the amendment with the bid, by identifying the amendment number

and date in the space provided for this purpose on the bid 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 bids.

8. 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 bid prices.

S. 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.

T. 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.

U. CRITERIA FOR EVALUATION OF PROPOSALS

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 seven 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 and shall include the following:

1. Plan for performing the required services - 10 points
2. Ability to perform the services as reflected by technical training and education, general experience, specific experience in provide the required services, and the qualifications and abilities of personnel proposed to be assigned to perform the services - 20 points
3. Personnel, equipment, facilities, to perform the services currently available or demonstrated to be made available at the time of contracting - 20 points
4. Record of past performance of similar work - 30 points
5. Price – 20 points

A budget formula will be applied to determine the points awarded for the budget for each offeror. Points will be given based on the offeror's costs in relation to the low bid and the appropriateness of the offeror's cost to administer and deliver the program.

Awards shall be made to the responsible offeror 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 Personal Service Contract Review Board (if applicable) for approval.

V. 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, vendor 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 five (5) business days after receipt of the vendor 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 vendor(s) and the debriefed vendor;
- (3) Overall ranking of all vendors, 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.

W. 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. 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.

3. 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.

4. 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.

5. 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.

6. 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.

7. COPYRIGHTS

Contractor agrees that MDE shall determine the disposition of the title to and the rights under any copyright by Contractor or employees on copyrightable material first produced or composed under this agreement. Further, Contractor hereby grants to 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.

8. 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.* (1972, as amended).

9. 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.

10. 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.

11. PROCUREMENT REGULATIONS

The contract shall be governed by the applicable provisions of the Mississippi Personal Service Contract Review Board Rules and Regulations, a copy of which is available at 210 E Capitol Street, Suite 800, Jackson, MS, 39201 for inspection, or downloadable at <http://www.mspb.ms.gov>.

12. REPRESENTATION REGARDING CONTINGENT FEES

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

13. REPRESENTATION REGARDING GRATUITIES

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

14. 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.

15. STOP WORK ORDER

(1) *Order to stop work:* The 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 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 cancelled 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 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 cancelled 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) *Adjustment 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.

16. 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 procurement officer 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 procurement officer, 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 procurement officer may procure similar supplies or services in a manner and upon terms deemed appropriate by the procurement officer. 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 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 MDE shall be at the contract price. The MDE may withhold from amounts due Contractor such sums as the procurement officer deems to be necessary to protect the MDE 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 procurement officer 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 procurement officer 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 MDE under the clause entitled "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.

17. TERMINATION FOR CONVENIENCE

- (1) *Termination.* The procurement officer may, when the interests of the MDE so require, terminate this contract in whole or in part, for the convenience of the MDE. The procurement officer 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 subcontractors and orders connected with the terminated work. The procurement officer 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.

18. PRICE ADJUSTMENT

- (1) *Price Adjustment Methods.* Any adjustment 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 adjustment subject to the provisions of Section 3-403 (Cost or Pricing Data) of the Mississippi Personal Service Contract Review Board Rules and Regulations.

19. 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. Miss. Code Ann. §§ 71-11-1 *et seq.* (1972, as amended). 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.

20. 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. Miss. Code Ann. § 31-7-305 (1972, as amended).

21. TRANSPARENCY

This contract, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," and its exceptions. See Miss. Code Ann. §§ 25-61-1 *et seq.* (1972, as amended) and Miss. Code Ann. § 79-23-1 (1972, as amended). In addition, this contract is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Miss. Code Ann. §§ 27-104-151 *et seq.* (1972, as amended). 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.

22. 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.

23. 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 Personal Service Contract Review Board does not approve this contract.

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. CONFIDENTIALITY

Contractor shall agree to assure the confidentiality of any records obtained from the MDE as required by state and federal privacy laws. No information, documents or other material provided to or prepared by Contractor deemed confidential by MDE pursuant to state and federal privacy laws, shall be made available to any person or organization without the prior approval of the MDE. Any liability resulting from the wrongful disclosure of confidential information on the part of Contractor shall rest with Contractor.

26. 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.

27. 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, 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, 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, had one or more public transactions (federal, state, or local) terminated for cause or default.

28. PERFORMANCE BOND

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.

Tentative Timeline Microfiche Conversion

March 2, 2015	Release RFP
March 2, 2015 March 9, 2015	Advertisement dates in The Clarion Ledger
March 2, 2015	Mail, email, and post to MDE website
March 13, 2015	Deadline for RFP questions
March 18, 2015	Deadline for program office response to questions and posting to website
March 31, 2015	Proposals due by 3:30 p.m. Central Time (CT) to Procurement
April 3, 2015	Evaluation of Proposals
April 16-17, 2015	Contract to Mississippi Board of Education
May 20, 2015	Contract to Personal Service Contract Review Board (PSCRB)
May 20, 2015	Contract Start Date
May 20, 2015- June 30, 2016	Term of Initial Contract

ATTACHMENT A

PROPOSAL TRANSMITTAL FORM

Microfiche Conversion

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. The undersigned offers and agrees to perform the specified personal and professional services in accordance with provisions set forth in the Request for Proposals (RFP). Furthermore, the undersigned fully understands and assures compliance with the Conditions of Solicitation and Standard Terms and Conditions contained in the RFP. The undersigned is fully aware of the evaluation criteria to be utilized in awarding the contract.

Authorized Signature

Date

Proposal Due Date: March 17, 2015 3:30 p.m., Central Time (CT)

Mississippi Department of Education: Office of Procurement

ATTENTION: Lorraine Wince

Microfiche Conversion

See page number 2 for delivery addresses.

ATTACHMENT B

CONTINGENT FEES FORM

The prospective contractor represents as a part of such contractor's bid or 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.

Offeror Signature

Date

Title of Request for Proposal

*Please check appropriate response

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 Proposal

*Please check appropriate response