CLAIBORNE COUNTY
PUBLIC SCHOOL DISTRICT

Dr. Jayne Sargent, Conservator

December 17, 2014

To Whom It May Concern:

Proposals for a "Research-Based, Teacher & Technology-Driven Program in Math for CCSD Spring 2015" as listed on the attached sheets will be received in Claiborne County School District located at 404 Market Street, Port Gibson, Mississippi, until **1:00 p.m. (CST) Wednesday, Wednesday, January 9, 2015.**

For mailed proposals, the following address should be used:

Claiborne County School District
Attn: Johnnie Thompson, Purchasing Agent
404 Market Street
Port Gibson, MS 39150

Proposal envelopes should be sealed and clearly marked "Research-Based, Teacher & Technology-Driven Program in Math for CCSD 2014."

Sincerely,

Johnnie Thompson

Johnnie Thompson
Business Manager/Purchasing agent

Phone: 601.437.4232 Fax: 604.437.4409
404 Market Street – Port Gibson, Mississippi 39150 - www. claiborne.k12.ms.us

REQUEST FOR PROPOSALS

Research-Based, Teacher & Technology-Driven Program in Math for CCSD Spring 2015

Claiborne County School District

Attn: Johnnie Thompson, Purchasing Agent

404 Market Street

Port Gibson, MS 39150

Contact:
Dr. Marvin H. Jeter, III
mjeter@claiborne.k12.ms.us
Phone: 601-437-4251
Cell: 601-953-3114
Fax: 601-437-3099
Due Date: January 9, 2015

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PROPOSAL TRANSMITTAL FORM

Research-Based, Teacher & Technology-Driven Program in Math for CCSD Spring 2015

Name of Vendor: _____

Contact Person: _____

Title: _____

Location of Vendor'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 offering vendor 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: January 9, 2015, 1:00 p.m., Central Time (CST)

Claiborne County School District, Attn: Ms. Johnnie Thompson

Research-Based, Teacher & Technology-Driven Program in Math for CCSD Spring 2015

See page number [7] for delivery addresses

REQUEST FOR PROPOSALS – CLAIBORNE COUNTY SCHOOL DISTRICT
Research-Based, Teacher & Technology-Driven Program in Math for CCSD Spring 2015

The Claiborne County School District is requesting proposals from qualified vendors to provide a Comprehensive Research-Based Math Program, for students in Grades 6 and up, that is focused on the Common Core State Standards. The goal is for the Math Program is to improve students' mathematical achievement by focusing on the essential skills and concepts necessary for Algebra and advanced Mathematics.

The program must be both teacher-led and web-hosted and must provide personalized instruction and adaptive practice that accelerates students to grade level mathematics. The program software must deliver research-based effective instruction and assessment focused on developing students' reasoning with whole and rational numbers, as well as mathematical operations. The instructional model should also include student development of academic language that is specific to mathematics.

The program must provide content for each student at his/her Mathematics level, must be aligned to the Common Core State Standards, and must include a high level of student motivation and engagement. The program must also include assessment and reporting instruments for teachers and students to monitor achievement. Students' achievement must be tracked by the computer and reported frequently to teachers in various formats. The software should adapt based on the needs of the students as they progress or encounter challenges in their work on the computer. Performance based tasks must be integral to the program.

The program must include high-quality professional development designed to expand teachers' knowledge of research, assessment, and differentiation for students. Support must also include high-quality staff development in the areas of classroom set-up and installation, teacher training, leadership training for administrators and district-level staff, and ongoing instructional training and coaching, as needed by the District.

A. REQUEST FOR INFORMATION

Questions concerning the RFP should be sent to:

Dr. Marvin H. Jeter, III, at **mjeter@claiborne.k12.ms.us**

The deadline for submitting written questions by email is Monday, December 29, 2014, at 1:00 p.m. All responses to written questions and changes to specification requirements will be communicated via e-mail to the person submitting questions.

All questions, comments, and requests for clarifications must be in writing.
Only written response to written communication shall be considered official and binding upon CCSD. CCSD reserves the right, as its sole discretion, to determine appropriate and adequate responses to the written comments, questions, and request for clarification.

A list of questions, if any, will be compiled and the responses will be sent to all bidders with email addresses on file.

B. DUE DATES FOR PROPOSAL

One (1) **original** proposal and four (4) copies must be received by 1:00 p.m. Central Time (CST) on Wednesday, January 9, 2015 at the following address based upon the delivery method used:

Hand Deliver Proposals to:

Johnnie Thompson
Claiborne County School District
404 Market Street
Port Gibson, MS 39150

Mail or Ship Proposals to:

Johnnie Thompson
Claiborne County School District
404 Market Street
Port Gibson, MS 39150

C. RESPONSIBILITY OF THE OFFERING VENDOR

- Ensure that the competitive proposals are delivered by the deadline and assumes all risks of delivery.
- Upon receipt, the sealed proposals will be stamped and dated.
- Proposals and modifications received at 404 Market Street, Port Gibson, MS 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.
- The proposal transmittal form must be signed by an authorized official to bind the offering vendor to the proposal provisions.

D. SCOPE OF WORK AND RESPONSIBILITIES

The CCSD is seeking proposals for the Math Software Partner for PGMS SIG Program with options for expansion to A.W. Watson Elementary School and/or PG High School.

Background

PGMS serves approximately 400 middle school students in grades 6-8 and employs approximately 25 teachers.
Watson serves approximately 800 elementary students in grades Pre-K-5 and employs approximately 50 teachers.
PGHS serves approximately 400 high school students in grades 9-12 and employs approximately 25 teachers.

CCSD uses a variety of curricular materials and strategies to enhance its instructional program, and is committed to preparing all students for success at all common school as well as postsecondary levels in the 21st century.

Scope of Services

The Claiborne County School District expects the selected vendor to provide professional assistance in the following areas to improve and support math program goals:

1. Web-hosted Mathematics program, for grades 6-12, to improve students' mathematical achievement by focusing on the essential skills and concepts necessary for Algebra and advanced Mathematics.
2. The program must develop students' reasoning with whole and rational numbers, as well as mathematical operations and be aligned to the Common Core State Standards.
3. The program must incorporate a research-based scientific lesson design that includes whole class instruction, group rotations, and adaptive technology for personalized learning.
4. The program must provide a comprehensive management system allowing teachers to analyze student achievement data, to make instructional decisions, and to track success.
5. The Proposer must provide training and support in the implementation and distribution of all assessment tools and software so teachers and students may effectively operate the program.
6. The Proposer must provide upgrades and maintenance/technical support.

E. TIME FRAME

The contract will become effective on the date it is signed by all parties and will end no later than June 30, 2015. This contract may be extended for an additional year per extension for up to two additional years at the sole discretion of the Claiborne County School District and the grantor agency (Mississippi Department of Education). A contract will be awarded to the vendor whose proposal is determined to be the most advantageous to the school, 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 per day with payment made upon completion of tasks identified within the proposal. Should services be needed for expansion to the elementary and/or high school(s), separate contracts will be issued accordingly.

G. CONTRACTOR REQUIREMENTS

The contractor will be responsible for all tasks required to complete the project as described in the Scope of Work.

H. 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 – Proposed Plan; 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.

- **Part I** is the Proposal Transmittal Form, which shall serve as the cover page of the offering vendor's proposal. The offering vendor 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. A minimum of three (3) references and resumes of all personnel to be assigned to the project shall be provided. References will be contacted and interviewed according to services provided. Samples of previous work may be included.

- **Part III** is the Proposed Plan 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 detail the number of staff proposed, include a detailed plan of how each will be included in the process, and provide documentation of each staff member's expertise in the content area assigned. The proposal shall include a detailed timeline of services that is

prepared and organized in a clear and concise manner and 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. Offering vendors must designate those portions of the proposals which contain trade secrets or other proprietary data which may remain confidential in accordance with Sections 25-61-9 and 79-23-1 of the Mississippi Code.

- **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. The budget narrative is a maximum cost. The CCSD 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 at a full day's rate shall be given for each service and such unit price shall be the same throughout the proposal. The Budget Summary form shall be completed and shall accompany 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 [21-29] 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 which must be completed and attached to the proposal in response to the RFP.

- **Part VII** is the Proprietary Information Form which must be completed and attached to the proposal in response to the RFP.

I. ACCEPTANCE OF PROPOSALS

The CCSD 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 CCSD. 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.

CCSD reserves the right to award the proposal (or portions) to more than one vendor.

J. 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 CCSD. 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 offering vendor is determined to be non-responsive.
7. The proposal price is clearly unreasonable.
8. The products or service item offered in the proposal is unacceptable by reason of its failure to meet the requirements of the specifications or permissible alternates or other acceptable criteria set forth in the RFP.
9. The required number of proposal was not submitted.

EXCEPTIONS:

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

K. DISPOSITION OF PROPOSALS

All submitted proposals become the property of CCSD and will not be returned to the offering vendor.

L. 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 CCSD to execute a contract with any other party.

The offering vendor shall assure compliance with the following conditions of solicitation:

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

2. The CCSD 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 CCSD
   - Successful negotiation of any changes to the proposal as required by CCSD

4. Likewise, the CCSD 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 offering vendors 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. 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.

6. 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 Claiborne County School District by the time and at the place specified for receipt of bids.

7. 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.

8. Minimum Planned Days of Services

   The awarded contractor shall provide the recommended number of minimum of training/service to the Claiborne County School District for Port Gibson Middle School. This is subject to change based upon need and available funding; therefore, a cost per day for additional training/service must be specified in the proposal/bid documents. The number of days specified are per school and are subject to change based upon available funding.

9. CCSD reserves the right to cancel the contract, at any time, with ten days prior written notice. The contract awarded under this Request for Proposal (RFP) is contingent on the availability of funds to CCSD for this project. In the event funds are not available, any contract resulting from this RFP will become void immediately.

10. CCSD reserves the right to award the entire contract to one vendor or to award the separate contracts based on the rubrics (disciples) to multiple vendors based on the outcome of the evaluation process.

11. Contract Agreement – The successful contractor(s) will be required to enter into an Agreement with CCSD Conservator for the completion of this project. Where no formal contract is required, the specifications of this proposal and the purchase order issued to the contractor will serve as the contract, with all terms of this proposal presumed to be integrated into the purchase order. Any contract approved must include meeting all requirements submitted as part of the proposal.

12. The CCSD will be responsible for:

a. Providing the School Improvement Officer as a contact person to work with the successful contractor(s) to ensure quality control,
b. Provide and approve time frames, work plans supported by approved purchase orders, and
c. Provide available information to guide and assist the contractor(s) in developing the appropriate strategy to help the students of CCSD.

M. QUALIFICATIONS

The offering vendor shall provide the following minimum information:

- The name of the offering vendor, the location of the offering vendor's principal place of business and, if different, the place of performance of the proposed contract;
- The age of the offering vendor's business and average number of employees over the past three years, 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 the past three years, as specified in the Request for Proposal; and,
- A plan giving as much detail as is practical explaining how the services will be performed.

Consultant Capabilities/Specifications

At a minimum, consulting firm should have a record of experience in:

a. Working with other school districts in Mississippi to implement and to provide student remediation.
b. Executing projects on approved schedule, and
c. Consultants should have documented expertise in the area of their work's focus.

Minimum Qualification Standards as set by Claiborne County School District

a. Five years of experience in specified area
b. Evidence of organization/planning skills
c. Track record of improving school culture
d. Resume' included

N. CRITERIA FOR EVALUATION OF PROPOSALS

The CCSD 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 CCSD.

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

1. Research Foundations – 4 points
2. Instructional Content – 10 points
3. Assessment & Progress Monitoring – 4 points
4. Instructional Strategies – 10 points
5. Technology – 4 points
6. Data Analytic Services – 4 points
7. Professional Development – 10 points
8. Technical Support – 4 points
9. Budget & Cost Effectiveness – 50 points

Awards shall be made to the responsible offering vendor whose proposal is determined to be the most advantageous to the CCSD, 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 Conservator for approval.

Minimum Submission Requirements:

The proposal shall include:

A. **Company's ability or approach to support the goals and expectations of the CCSD**
B. **General implementation plan**
C. **Company's capacity to provide consultants required to provide student remediation**
D. **Qualifications of company**
E. **Key personnel who will be involved in the project with resumes attached**
F. **Detailed pricing plan including pricing for any supplementary materials required or recommended for teachers and/or students to support the services. Estimates should be targeted at serving students through 1 teacher in a Math Lab serving up to 25 students at a time at PGMS. This teacher should be trained in the application as well as the 3 grade level math teachers at the school. Separate detailed pricing plans should be submitted for a similar lab at PGHS and another at Watson Elementary School.**
G. **Pricing should be specified for subsequent years of service beyond the initial implementation year.**
H. **Plan addresses processes for adjusting staff and/or activities that do not meet the needs of CCSD**
I. **Minimum attachments should include**
    a. **Resumes of all personnel proposed on this contract**
    b. **Three letters of reference from previous clients that specifically relate to school improvement**

Any incomplete proposals will not be considered.

RFP Scoring Rubric

Proposal Number _____ Company Name _____

Evaluation of proposals will be based upon the following criteria. Maximum points for each category are indicated. Vendors must include supporting evidence for each of the requirements listed below in their responses. If the specific requirement does not apply to the particular product / material / resource proposed, please indicate as non-applicable (N/A).

1. RESEARCH FOUNDATIONS			
Requirement	Evidence	4	
• Program is grounded in the latest academic research and best instructional practices. • The program should foster a growth mindset. • The program must focus on the essential skills and concepts necessary to unlock next and more advanced mathematics. • The program must include research-based instructional strategies and resources.			

2. INSTRUCTIONAL CONTENT			
Requirement	Evidence	10	
• Program curriculum should focus on building deep conceptual understanding and fluency. • The program should focus on the progression to Algebra while applying and extending student understandings of arithmetic operations. • The program should include a coherent curriculum in which concepts build on one another cumulatively and in a logical progression. • To meet the requirements of the CCSS, the program must develop students' fluency. • The program must provide instruction in mathematical vocabulary and language support.			

3. ASSESSMENT & PROGRESS MONITORING			
Requirement	Evidence	4	
• An online screening assessment is used to determine students' mathematics levels. • Student progress can be tracked through assessments, including performance tasks. • Program includes a digital platform that supports teachers with access to data, tools for differentiated instruction, and instructional resources. • Reports can be aggregated/disaggregated by AYP student subgroups. • The Teacher Dashboard allow educator to track student progress, individually, by class, or grade level.			

4. INSTRUCTIONAL STRATEGIES			
Requirement	Evidence	10	
• Program includes research-based teaching practices proven to meet the needs of mixed-ability learners. • Program includes highly engaging software and personalized learning. • Program includes a Teacher Dashboard with resources that teachers need to manage student data, group students, and plan instruction. • Program includes scaffolded instruction for struggling students, including English Language Learners and students with special needs. • Program includes materials and support for establishing a community of learners, as well as a classroom culture that promotes mathematical discourse. • Students are encouraged to set goals and are provided with tools to monitor their own progress and chart growth.			

5. TECHNOLOGY		
Requirement	Evidence	4
• Program includes contextually based problems and anchor videos to intrinsically motivate students. • Software is adaptive, responding in real-time to student performance, resulting in student ownership of their learning. • Students are able to track their ongoing progress with a personalized dashboard. • Uses an interactive whiteboard with embedded visual models and virtual manipulatives.		
6. DATA ANALYTICS SERVICES		
Requirement	Evidence	4
• Review of implementation effectiveness to highlight implementation successes and challenges and measure implementation success against key indicators is provided. • Student achievement analysis at the classroom, school, and district levels is provided. • Student achievement data is disaggregated by AYP subgroups.		
7. PROFESSIONAL DEVELOPMENT & CLASSROOM SUPPORT		
Requirement	Evidence	10
• Implementation training is provided and includes resources for effectively using the materials, management system, and differentiating instruction. • Teachers are explicitly taught how to use data reports. • Consultants model instructional strategies and provide feedback. • Consultants provide pre- and post-visit conferences with teachers to discuss successes and challenge. • Consultants work with teachers and coaches to design an In-Classroom Action Plan for setting goals.		
8. TECHNICAL SUPPORT		
Requirement	Evidence	4
• Server software is web-hosted by vendor. • Software updates and maintenance releases are included. • Phone, email, and web chat support are included.		
9. BUDGET & COST EFFECTIVENESS		
Requirement	Evidence	50
• Budget relates to the scope and requirements of the project. • Budget includes all presentation materials to be supplied by vendor. • Cost effectiveness ratio determined by the relationship between the number of students served, the actual amount of access time, and the total cost of the program. • A daily cost is set based on a full day supplied by vendor.		

Total 100 _____

O. STANDARD TERMS AND CONDITIONS

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

1. ACCESS TO RECORDS

The Contractor agrees that the CCSD, Mississippi Department of Education, United States Department of Education, the Comptroller General of the United States, 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 this specific contract for the purpose of making audit, examination, excerpts, or transcriptions. Such records shall be kept by Contractor for a period of three (3) years after final payments and all other pending matters are closed under this agreement, Contractor agrees to refund to the CCSD 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. The Contractor shall comply with applicable federal, state, and local laws and regulations. In compliance with State law, the Contractor, if employed by a public entity, must make arrangements with his/her employer to take the appropriate leave (professional, etc.) during the period of service covered by the Contractor.

3. ASSIGNMENT

Contractor shall not assign or subcontract in whole or in part, its right or obligations under this agreement without prior written consent of the CCSD. Any attempted assignment without said consent shall be void and of no effect.

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

The Contractor understands that the CCSD 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, or any other consideration made unlawful by federal,

state, or local laws. All such discrimination is unlawful and the Contractor agrees during the term of the agreement that the Contractor will strictly adhere to this policy in its employment practices and provision of services. The Contractor shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented by the Department of Labor. 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

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

7. COPYRIGHTS AND PATENTS

Contractor (i) agrees that the CCSD shall determine the disposition of the title to and the rights under any copyright or patent by Contractor or employees on copyrightable material first produced, composed, discovered or invented in the course of or under this agreement, and (ii) hereby grants to the CCSD 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, 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 the Contractor's knowledge, infringe upon the copyright, patent, or any other proprietary rights of any third party. Should any aspect of the materials become, or in the Contractor's opinion be likely to become, the subject of any infringement claim or suit, the 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 Ann. Section 25-61-1, *et.seq.*

9. EXCEPTIONS TO CONFIDENTIAL INFORMATION

Contractor and the CCSD shall not be obligated to treat as confidential and proprietary any information disclosed by the other party ("the Disclosing Party") which (a) is rightfully known to the recipient prior to negotiations leading to this agreement, other than information obtained in confidence under prior engagements; (b) is generally known or easily ascertainable by non-parties of ordinary skill in the business of the customer; (c) is released by the Disclosing Party to

any other person, firm, or entity (including governmental agencies or bureaus) without restriction; (d) is independently developed by the recipient without any reliance on confidential information; (e) is or later becomes part of the public domain or may be lawfully obtained by the CCSD or the Contractor from any non-party; or (f) 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. REPRESENTATION REGARDING CONTINGENT FEES

The 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 the Contractor's bid or proposal.

12. REPRESENTATION REGARDING GRATUITIES

The bidder, offering vendor, or Contractor represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities.

13. AVAILABILITY OF FUNDS

It is expressly understood and agreed that the obligation of the CCSD to proceed under this agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and 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 CCSD, the CCSD shall have the right upon ten (10) working days written notice to the Contractor, to terminate this agreement without damage, penalty, cost or expenses to the district of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

14. STOP WORK ORDER

(1) *Order to stop work.* The Purchasing Agent of CCSD may by written order to the Contractor at any time, and without notice to any surety, require the 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 the 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, the Contractor shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to 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 Business Office of CCSD 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, the 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 the Contractor's cost properly allocable to, the performance of any part of this contract; and

(b) the 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 of CCSD 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.

15. TERMINATION FOR DEFAULT

(1) *Default.* If the 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 otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the Purchasing Agent of CCSD may notify the Contractor in writing of the delay or nonperformance and if not cured in ten days or any longer time specified in writing by the Purchasing Agent of CCSD, such officer may terminate the 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 Purchasing Agent of CCSD may procure similar supplies or services in a manner and upon terms deemed appropriate by the Purchasing Agent of CCSD. The 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 Purchasing Agent of CCSD, the Contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of the Contractor in which the CCSD has an interest.

(3) *Compensation.* Payment for completed services delivered and accepted by the CCSD shall be at the contract price. The CCSD may withhold from amounts due the Contractor such sums as the Purchasing Agent of CCSD deems to be necessary to protect the CCSD against loss because of outstanding liens or claims of former lien holders and to reimburse the CCSD 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, the 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 the Contractor to make progress in the prosecution of the work hereunder which endangers such performance) if the Contractor has notified the Purchasing Agent of CCSD 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, the 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 the Contractor to meet the contract requirements.

Upon request of the Contractor, the Purchasing Agent of CCSD 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, the 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 CCSD 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 the 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 CCSD, 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.

16. TERMINATION FOR CONVENIENCE

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

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

orders and subcontracts as they relate to the terminated work. The Contractor shall settle the liabilities and claims arising out of the termination of subcontractors and orders connected with the terminated work. The Purchasing Agent of CCSD may direct the Contractor to assign the Contractor's right, title, and interest under terminated orders or subcontracts to the State. The Contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

17. E-VERIFICATION

The Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act, Mississippi Code Annotated §§ 71-11-1 and 71-11-3, and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. The Contractor agrees to maintain records of such compliance and, upon request of the State, to provide a copy of each such verification to the State. The Contractor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws of these warranties, the breach of which may subject the Contractor to the following:

a. termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years with notice of such cancellation/termination being made public;
b. the loss of any license, permit, certification or other document granted to the Contractor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year; or,
c. both.

In the event of such termination/cancellation, the Contractor shall also be liable for any additional costs incurred by the CCSD due to contract cancellation or loss of license or permit.

18. EQUAL OPPORTUNITY EMPLOYER

The Contractor shall be an equal opportunity employer and shall perform to all affirmative action and other applicable requirements; accordingly, contractor shall neither discriminate nor permit discrimination in its operations or employment practices against any person or group of persons on the ground of race, color, religion, national origin, disability, or sex in any manner prohibited by law.

19. BOARD/CONSERVATOR APPROVAL

It is understood that this contract is void and no payment shall be made in the event that the Conservator does not approve this contract.

20. 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.

21. CONFIDENTIALITY

The Contractor shall agree to assure the confidentiality of any records obtained from the CCSD as required by state and federal privacy laws. No information, documents or other material provided to or prepared by the contractor deemed confidential by CCSD pursuant to state and federal privacy laws, shall be made available to any person or organization without the prior approval of the CCSD. Any liability resulting from the wrongful disclosure of confidential information on the part of the Contractor shall rest with the Contractor. This includes all student-related data and contractor is required to comply with all Family Educational Rights and Privacy Act (FERPA) provisions.

22. INDEMNIFICATION

To the fullest extent allowed by law, the Contractor shall indemnify, defend, save and hold harmless, protect and exonerate the members of the Mississippi Board of Education, the CCSD, 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 the 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, the Contractor may be allowed to control the defense of any such claim, suit, etc. In the event the Contractor defends said claim, suit, etc., the Contractor shall use legal counsel acceptable to the State; the 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. The Contractor shall not settle any claim, suit, etc. without the CCSD's concurrence, which the CCSD shall not unreasonably withhold.

23. DEBARMENT AND SUSPENSION

By signing the assurance at the bottom of this section, the Contractor certifies that neither it nor its principals: (a) are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency; (b) have, within a three (3) year period preceding this agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; (c) are presently indicted of or otherwise criminally or civilly charged by a governmental entity with the commission of fraud of a criminal offence in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property, and (d) have, within a three (3)

year period preceding this agreement, had one or more public transaction (federal, state or local) terminated for cause or default. See Excluded Parties List System at www.epls.gov.

P. BILLING

All services will be provided once a signed purchase order is secured which indicates the dates of the service and the consultant performing the service is identified. The consultant and a school administrator must sign a verification form that indicates that the service is rendered for each date of service. One copy of this form must be provided to the Claiborne County School District Business Office by the vendor within three days of the service being provided with the contractor retaining the second copy. No partial days will be allowed. In order to qualify for a day of work, the contractor must be on-site providing services for at least 7 hours. All travel costs and time will be absorbed as part of the contractor's daily fee.

Invoices are to be furnished for each project. The cut off on the invoice must be made to include the week ending closest to the end of the month. All invoices must indicate the total price of the items, resulting in the net price to be paid by the district. The district will pay all invoices within 45 days of the invoice being verified for completion. This completion will include the daily reports required and the verification form being matched to the invoice.

The successful firm shall report and in writing cancel within 30 days' notice if services provided in this proposal cannot be delivered.

Q. ROYALITIES AND PATENTS

The firm shall pay all royalties and license fees. The firm shall defend all suits or claims for infringement of any patent rights and shall hold the Claiborne County School District harmless from such loss on account thereof.

R. INSURANCE REQUIREMENTS

The following insurance requirements must be met or the proposal will be considered incomplete and therefore rejected.

(a) Commercial General Liability – Combined Single Limit in an amount of $1,000,000.00 per occurrence with $2,000,000.00 aggregate;
(b) Commercial Auto Liability – Combined Single Limit in an amount of $1,000,000.00;
(c) Workers' Compensation and Employer's Liability Insurance:
Workers' Compensation Limits: Statutory-State of Mississippi.
Policies shall include a waiver of subrogation in favor of Claiborne County School District.
(d) Employers' Liability: $100,000.00 Each Accident; $500,000.00 Disease Policy Limit;$1000,000.00 Disease Each Employee; and
(e) Proof of coverage must be placed on file with the school district by the Contractor and kept current throughout the term of this Contract.

Current insurance certificates shall be attached to the proposal.

(If the firm does not have the above insurances, a detailed explanation must be attached to the proposal of how any workers' compensation claims or liability issues will be addressed.)

S. DAMAGE CAUSED BY SUCCESSFUL BIDDER

The Claiborne County School District will hold the successful firm responsible for damage caused to the buildings, fences, and other structures or assets of the Claiborne County School District under all conditions.

T. As a bidding vendor, we understand that all of these provisions must be strictly complied with in order to fulfill the contract. Further, we are making all required certifications as listed above.

FIRM _____

BY _____

TITLE_____

PART VI

PROSPECTIVE CONTRACTOR'S REPRESENTATION REGARDING CONTINGENT FEES

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

_____ _____

Offering vendor Signature Date

_____

Title of Request for Proposal

*Please check appropriate response

PART VII

PROPRIETARY INFORMATION

The enclosed proposal does ( ) or does not ( ) contain trade secrets or other proprietary data which the offering vendor 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 offering vendor wishes to designate as proprietary, please list page numbers below.

_____

_____

_____

_____

_____

_____ _____

Offering Vendor Signature Date

_____

Title of Request for Proposal

*Please check appropriate response