

# **REQUEST FOR PROPOSALS**

## **External Provider Services for School Improvement Grant**

**Humphreys County School District  
401 Fourth Street  
Belzoni, MS 39038**

**in collaboration with**

**Mississippi Department of Education  
Office of School Recovery  
359 North West Street  
Jackson, Mississippi 39201**

**Contact: Elliot Wheeler, Superintendent  
Phone: 662 247-6000  
Fax: 662 247-6004  
Date: October 22, 2014**

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**INTENT TO SUBMIT PROPOSAL FORM**  
**Humphreys County School District**  
**O M McNair Elementary School Improvement Grant**

The non-binding Intent to Submit Proposal Form may be submitted and received no later than 4:00 p.m., Central Time (CT), Monday, **December 19, 2014.**

This form may be sent to:

Humphreys County School District  
Office of the Superintendent  
Attn: Shanta Gray  
Phone: 662 247-6000  
Fax: 662 247-6004

Physical Address:  
401 Fourth Street  
Belzoni, MS 39038

Mailing Address:  
PO Box 672  
Belzoni, MS 39038

Contractor: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Mailing Address: \_\_\_\_\_  
\_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

It is the contractor's intent to submit a proposal that meets the criteria set forth in this RFP.

\_\_\_\_\_  
Signature of Contact Person

\_\_\_\_\_  
Date

**If the form is faxed, please call Mrs. Shanta Gray @ 662 247-6000 to verify the receipt of the fax.**

**PROPOSAL TRANSMITTAL FORM**

**Humphreys County School District  
O M McNair Elementary School Improvement Grant**

**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: January 8, 2015, 3:30 p.m., Central Time (CT)**

**Humphreys County School District: Office of the Superintendent**

**ATTENTION: Shanta Gray**

**O M McNair Elementary School Improvement Grant**

**See page number 3 for delivery addresses.**

**REQUEST FOR PROPOSALS – Humphreys County School District**  
**O M McNair Elementary School Improvement Grant**

The Humphreys County School District (HCSD) through the **Office of School Recovery** is soliciting competitive written proposals from qualified vendors for the O M McNair Elementary School Improvement Grant.

**A. REQUEST FOR INFORMATION**

Questions concerning the RFP should be sent to: ewheeler@humphreys.k12.ms.us

The deadline for submitting written questions by email is **December 29, 2014**. Copies of all questions submitted and the responses will be posted online and available to all vendors who submit an intent form.

**B. DUE DATES FOR PROPOSAL**

Three (3) proposals and an electronic copy saved to a CD or USB drive as a Word document (2007 or later) or in PDF format must be received by 3:30 p.m. Central Time (CT) on **January 8, 2015** at the following address based upon the delivery method used:

**Hand Deliver Proposals to:**

Shanta Gray  
Office of the Superintendent  
Humphreys County School District  
401 Fourth Street  
Belzoni, MS 39038

**Mail Proposals to:**

Office of the Superintendent  
Attn: Ms. Shanta Gray  
Humphreys County School District  
Post Office Box 678  
Belzoni, MS 39038

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

Shanta Gray  
Office of the Superintendent  
Humphreys County School District  
401 Fourth Street  
Belzoni, MS 39038

**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 the Office of the Superintendent in the Humphreys County School District.

- 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 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 Humphreys County School District is seeking proposals for the following Support Service Providers to be secured, pending approval of this SIG Application:

- School Leadership and Data Specialist/Coach
- ELA Teacher Specialist/Coach
- Math Teacher Specialist/Coach
- Science Teacher Specialist/Coach
- Rtl Specialist/Coach

#### **Notes:**

All coaches should be skilled in new accountability model, Common Core Standards and instructional demands, effective teaching practices aligned to the Common Core State Standards, interventions for groups not making adequate progress toward goals/milestones (including low 25% Rtl), PBIS, formative assessment measures, using student achievement data to plan and deliver instruction, professional learning communities (Dufour Model), and all aspects of M-STAR.

The Leadership Coach should be skilled in MPES, data monitoring, and creating a culture of high expectations and academic success, in addition to all other areas noted above.

Response to Intervention Specialist/Coach should be skilled in the new accountability model and growth of the low 25% protocol for Rtl/TST, scientifically based research intervention strategies, and progress monitoring.

The following will be included in the specific RFP/MOUs to clearly define expectations of the external providers:

#### **School Leadership and Data Coach:**

- Provide training for successful implementation of M-STAR, New Accountability Model, Teacher Support Team, School Leadership Team,

Professional Learning Communities.

- Mentor Principal in articulating clear vision and expectations for this transformation, using data to monitor progress towards goals, conducting M-STAR pre-conferences/observations/post-conferences to improve teaching and learning, guiding TST, monitoring Tier 2 and Tier 3 efforts, implementing school-wide positive incentives for goals met.

### **ELA Teacher Coach**

- Mentor ELA/Literacy Teachers in the five domains of M-STAR, CCSS demands, use of data to adjust teaching and monitoring progress towards milestones, implementing Tier 2 scientifically based interventions, being an active participant and/or leading Professional Learning Communities .
- Model and co-teach using scientifically-based teaching strategies to address concerns in data in Tier 1 and Tier 2 instruction.

### **Math Teacher Coach**

- Mentor Math Teachers in the five domains of M-STAR, CCSS demands, use of data to adjust teaching and monitoring progress towards milestones, implementing Tier 2 scientifically based interventions, being an active participant and/or leading Professional Learning Communities.
- Model and co-teach using scientifically-based teaching strategies to address concerns in data in Tier 1 and Tier 2 instruction.

### **Science Teacher Coach:**

- Mentor Science Teachers in the five domains of M-STAR, MS Curriculum Frameworks, and use of data to adjust teaching and monitoring progress towards milestones, implementing Tier 2 scientifically based interventions, being an active participant and/or leading Professional Learning Communities.
- Model and co-teach using scientifically-based teaching strategies to address concerns in data in Tier 1 and Tier 2 instruction.

### **Response to Intervention/Low 25% Coach**

- Provide training and support for Rtl protocol, from identification of 'at risk' students to appropriate decision-making along the way to ensure growth goals are met and students are growing at appropriate paces to reach grade level proficiencies.
- Identify resources for and assist teachers, Intervention Specialists, Intervention Support Specialists, and teacher mentors with interventions matched to deficits for these students at risk.
- Monitor Tier 2 and Tier 3 data / efforts to ensure appropriate

## **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. A contract will be awarded to the vendor whose proposal is determined to be the most advantageous to the District, taking into consideration the price and the evaluation factors set forth in the RFP.

Renewal of contract for years two through three 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. See section U for more detail.

## **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:

- Provide job-embedded professional development / training to administrators and teachers in the following areas: Instructional Leadership, ELA, Mathematics, Science, and Response to Intervention design and implementation,
- Model and co-teach in the classrooms, based on the needs of the teacher and the responsiveness of the teacher,
- Submit weekly work reports that provide clear, honest, and actionable recommendations aligned to school improvement goals
- Conduct de-briefing sessions with Superintendent, District Contact Person, Principal, and other administrative staff on at least a monthly basis to ensure that coaching is responsive to the needs of teachers and aligned with the School / District vision.

## **H. HUMPHREYS COUNTY SCHOOL DISTRICT RESPONSIBILITIES**

The specific responsibilities of the HCSD 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 HCSD 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 HCSD and is only subject to payment of services prior to effective date of employment at HCSD.

#### **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 Humphreys County School District. 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. 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 District 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 District will receive in exchange for this amount.

#### **M. 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.

Hard copies of the proposal should be prepared using a 12-point single spaced font, Times New Roman or Arial. Each copy should be printed as a double sided document, bound in a three-ring binder, spiral wire back, or other similar method to secure all documents. Electronic copies should be submitted as a pdf file OR Word document saved to a CD or USB drive.

- **Part I** is the Proposal Transmittal Form, 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. 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. 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.
- **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 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. 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 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.

## **N. ACCEPTANCE OF PROPOSALS**

The Humphreys County School District 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.

#### **O. 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 clearly 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 HCSD 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.

#### **P. DISPOSITION OF PROPOSALS**

All submitted proposals become the property of the Humphreys County School District and will not be returned to offeror.

#### **Q. 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 HCSD 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 HCSD 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 School Board of the Humphreys County School District
  - Approval of the proposal by the Office of School Recovery, Mississippi Department of Education,
  - Successful negotiation of any changes to the proposal as required by HCSD and/or MDE,
  - State Board of Education approval, if required,
  - Personal Service Contract Review Board approval, if required.
4. 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.
5. 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 Humphreys County School District by the time and at the place specified for receipt of bids.
6. 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.

## **R. LEGAL AND TECHNICAL SUPPORT**

The 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. The Contractor shall consult with the HCSD 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), the Contractor shall cooperate with the HCSD, MDE and/or the State of Mississippi in the defense of the assessment and shall provide reasonable technical and legal support with regard to the Contractor's activities under this contract without additional charges to the HCSD, MDE or the State.

## **S. 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.
- A plan for evaluation of services provided by the offerer and proposed remedies for unmet milestones.

## **T. CRITERIA FOR EVALUATION OF PROPOSALS**

The HCSD 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 HCSD. 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. The Plan 20 points
  - Learning Objectives
  - School Readiness Consideration
  - Aligned to Subject / Grade Level
  - Research Based
  - Match to CCSS / PARCC
2. Goal and Objectives 20 points
  - Clear & Concise
  - S.M.A.R.T Goals
  - Logically Sequenced
  - Adequate Time Devoted to Development
3. Methods (Personnel, Equipment, Facilities, etc.) 20 points
  - Multiple Training Modes
  - Planned Training Interaction
  - Job-Embedded Design (Detailed Description)
  - Opportunity for Feedback
  - Pre- / Post- Evaluation Design

4. Record of Past Performance 20 points
  - Success in Conducting Similar Work
  - Demonstration of Capacity to Provide Services
  - Suitable HQ Consultants
  - Adequacy of Resources
  - Plan for Oversight and Evaluation
  
5. Price 20 points
  - Within Budget Constraints
  - Competitiveness of Rates
  - Value Added Components

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 Board of Education for approval.

#### **U. CRITERIA FOR EVALUATION OF EXTERNAL PROVIDER SERVICES**

The HCSD will develop specific criteria to rate the value and effectiveness of services provided to the faculty and administration of O. M. McNair Elementary School. The rating process will utilize leading and lagging indicators focusing on high quality classroom instruction and student achievement and growth. This process will entail academic performance metrics, staff surveys, and evidence of changes in instructional practices. Specific ratings will be given for each of the following categories:

- Outcomes for Overall Provider Services
  - Student Achievement and Growth
  - Effect on the Learning Environment
  
- Performance for Individual Service Providers
  - Engagement with Principal and Staff
  - Willingness to Adapt to Needs of Staff
  - Communication with District and School Leadership (Written and Oral Reports)
  
- Value of Materials and Resources
  - Alignment to Curriculum
  - Relevance to State Assessments
  - Contribution to Teaching & Learning
  
- Professional Development and Support for Staff
  - Strategies Specific to Teachers' Individual Needs
  - Appropriate Use of Multiple Methods (Model, Coach, Mentor)
  - Increased Teacher Capacity / Sustainability
  
- Development / Implementation of Rapid Improvement Plan

- Clear / Concise Articulation of Needs of the School
- SMART Goals for Staff and Students
- Coherent Sequence of Steps to Achieve Targets

Reference: School Turnaround & Transformation at American Institute for Research

## **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**

The Contractor agrees that the HCSD, 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 HCSD authorizes their earlier disposition. Contractor agrees to refund to the HCSD 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 (annual, professional, compensation, 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 HCSD. 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 HCSD 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, 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**

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

## **7. COPYRIGHTS**

Contractor (i) agrees that the HCSD 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, and (ii) hereby grants to the HCSD 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 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 HCSD 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 MDE 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. PROCUREMENT REGULATIONS**

The contract shall be governed by the applicable provisions of the 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.

## **12. 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.

## **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 HCSD 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 HCSD, the HCSD 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 state 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 of MDE acting through the HCSD, 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 Procurement Office of MDE 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 MDE 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 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 Procurement Officer of MDE 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 Procurement Officer of MDE, 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 Procurement Officer of MDE may procure similar supplies or services in a manner and upon terms deemed appropriate by the Procurement Officer of MDE. 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 Procurement Officer of MDE, the Contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of the 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 the Contractor such sums as the Procurement Officer of MDE 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, 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 Procurement Officer of MDE 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 Procurement Officer of MDE 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 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 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 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 of MDE 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 of MDE 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 Procurement Officer of MDE 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.

## **18. 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 State due to contract cancellation or loss of license or permit.

## **20. PAYMENT**

Contractor agrees to accept all payments in United States currency. The agency agrees to make payment in accordance with Mississippi law on “Timely Payments for Purchases by Public Bodies,” Mississippi Code Annotated §31-7-301, et seq., which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of invoice.

## **21. TRANSPARENCY**

This contract, including any accompanying exhibits, attachments, and appendices, is subject to the “Mississippi Public Records Act of 1983,” codified as section 25-61-1 et seq., Mississippi Code Annotated and exceptions found in Section 79-23-1 of the Mississippi Code Annotated (1972, as amended). In addition, this contract is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008 (MATA), codified as Section 31-7-13 of the Mississippi Code Annotated (1972, as amended). Unless exempted from disclosure due to a court-issued protective order, this contract is required to be posted to the Department of Finance Administration’s independent agency contract website for public access. Prior to posting the contract to the website, any information identified by the 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**

The State, may at its sole discretion, require the Contractor to submit invoices and supporting documentation electronically at any time during the term of this Agreement. Contractor understands and agrees that the HCSD is exempt from the payment of taxes. All payments shall be in United States currency.

## **23. 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.

## **24. BOARD APPROVAL**

It is understood that this contract is void and no payment shall be made in the event that the HCSD Board of Education, Mississippi Board of Education and/or the Personal Service Contract Review Board does not approve this contract.

## **25. 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.

## **26. CONFIDENTIALITY**

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

## **27. INDEMNIFICATION**

To the fullest extent allowed by law, the Contractor shall indemnify, defend, save and hold harmless, protect and exonerate the members of the HCSD Board of Education, the HCSD, and its officers, employees, agents and representatives 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 District'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 State's concurrence, which the State shall not unreasonably withhold.

## **28. DEBARMENT AND SUSPENSION**

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 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, 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](http://www.epls.gov).

## **Tentative Timeline** **[Title of Request For Proposals]**

[December 16, 2014]:	Release RFP
[December 16, 2014]:	Mail, email, and post to MDE website
[December 19, 2014]:	Deadline for Intent to Submit Proposal Form
[December 29, 2014]:	Deadline for RFP questions
[January 5, 2015]:	Deadline for response to questions and posting to website
[January 8, 2015]:	Proposals due by 3:30 p.m. Central Time (CT) to Procurement
[January 9, 2015]:	Evaluation of Proposals
[January 13, 2015]:	Contract to HCSD Board of Education

The contract will become effective on the date it is signed by all parties and will end no later than [June 30, 2015].

Contract Start Date