

May 10, 2023

To Whom It May Concern:

Proposals for “**Online Instructional and Assessment Programs 2023**” as listed on the attached sheets will be received in Hattiesburg Public Schools located at 301 Mamie Street, Hattiesburg, Mississippi, until **11:00 a.m. (CST) Thursday, June 1, 2023**.

For mailed proposals, the following address should be used:

Hattiesburg Public Schools
Attn: Edith Stallings, Accounting Supervisor
301 Mamie Street
Hattiesburg, MS 39401

Proposal envelopes should be sealed and clearly marked “**Online Instructional and Assessment Programs 2023**”.

Bids may also be submitted electronically through Central Bidding at www.centralbidding.com.

Sincerely,

Edith Stallings
Accounting Supervisor

REQUEST FOR PROPOSALS

Bid # 23-013

Online Instructional and Assessment Programs

Hattiesburg Public Schools

Attn: Edith Stallings, Accounting Supervisor

301 Mamie Street

Hattiesburg, MS 39401

Contact:

Tonsa Vaughn, Assistant Superintendent Academics

Phone: 601-582-5078 Fax: 601-582-6666

Email: tonsa.vaughn@hattiesburgpsd.com

Due Date: Thursday, June 1, 2023 by 11:00 a.m.

PROPOSAL TRANSMITTAL FORM

Online Instructional and Assessment Programs 2023

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: Thursday June 1, 2023, 11:00 a.m., Central Time (CST)

Hattiesburg Public Schools, Attn: Mrs. Edith Stallings

“Online Instructional and Assessment Programs 2023”

Delivery Address: Hattiesburg Public Schools, 301 Mamie St., Hattiesburg, MS 39401

REQUEST FOR PROPOSALS – HATTIESBURG PUBLIC SCHOOLS

I. Overview

- A. Background:** Hattiesburg Public Schools consists of eight school sites that collectively serve approximately 3,600 students in grades PreKindergarten - 12. Additionally, Hattiesburg Public Schools supports one private school with approved federal funds and/or services, Sacred Heart Private School with K-12 up to 800 students.
- B. Purpose of RFP:** Hattiesburg Public Schools is requesting for sealed bid proposals for online instructional and assessment programs to support in various areas across the core content and subject areas or electives, and more specifically in following areas: Reading, English/Language Arts Mathematics, Science, Social Studies, **and for electives and non core subjects/courses and content** (i.e. English Language (EL), Music, Career and Technical Education (CTE), ACT, ACT WorkKeys, PSAT, SAT, Writing, Phonics, Standardized Testing Prep, MTSS and/or Student Data Management Support, STEAM, Creative Learning Tasks, Innovative Solutions, etc.)
- C. Tentative schedule of RFP events are as follows:**
1. RFP Released: May 17, 2023
 2. Deadline for Questions: May 26, 2023, 12:00 p.m.
 3. Proposal Due Date: June 1, 2023, at 11:00 a.m.
 4. Bid Opening: June 1, 2023, at 11:00 a.m.
- D. Timeline Services:** These availability of services shall be provided to Hattiesburg Public Schools for one school year beginning July 1, 2023 - June 30, 2024.
- E. Management:** The program(s) will be managed by Assistant Superintendent of Academics, PreK-5 Curriculum Director, Federal Programs Director, CTE/Assessment Director, Exceptional Education Director, Technology Director, Data Manager, Instructional Technologists, Curriculum Coordinators, principals, school site/district leaders and teachers, and/or support staff.
- F. Contact Information:** Please contact Tonsa Vaughn for questions about the proposal submission details and/or project details. Phone: 601-582-5078 Email: tonsa.vaughn@hattiesburgpsd.com
- G. Presentations:** HPS may request a presentation of service by vendors as an additional evaluation criterion. HPS reserves the rights to accept, reject, or negotiate any or all offers on the basis of the evaluation criteria contained within this document.

II. PROPOSAL

- A. Purpose of RFP:** Hattiesburg Public Schools is seeking sealed bid proposals for online instructional and assessment programs to support academic areas: Early Childhood, Reading, English/Language Arts Mathematics, Science, and Social Studies, English Learners, Technology, Career and Technical Education, Music, and core subject area courses and non-core elective courses and supplemental

support areas. Each core subject area or non-core elective course may have a bid proposal submitted separately.

B. Proposal Specifications: The online instructional and assessment programs will provide PreKindergarten - grade 12 resources, interactive lessons, lesson plans, interventions, enrichment, item banks, academic and student data tools, materials, and professional development as needed to support online instructional teaching and learning programs and assessments/item bank programs. More specifically, **grades PK-12 online/software instructional and assessment programs and support tools** are needed in the following areas:

1. Online/Software teaching and learning program designed to supplement instruction for academic **Core content areas and Subjects/courses** (i.e. English Language Arts-Reading, Language, Grammar/Mechanics, Vocabulary, Writing, and/or Phonics Components; Math; Science; Social Studies, etc.)
2. Online/software teaching and learning programs designed to supplement instruction for **Electives and Non-core subjects/courses** (i.e. English Language (EL), Music, Career and Technical Education (CTE), ACT and Standardized Testing Prep, etc.)
3. Online/software **Assessment/benchmark testing and item banks** aligned to Mississippi College and Career Readiness Standards for core content and academic subjects/courses (i.e. English Language Arts-Reading, Language, Grammar/Mechanics, Vocabulary, Writing, and/or Phonics Components; Math; Science; Social Studies, etc.)
4. Online/software support for academic or **Student Data tracking and Assessment/Academic Information Management** (i.e. MTSS, RTI, EL, IEP, EWS, IRP, CTE, ISP, Student Academic and Career Paths, etc)

C. Service Delivery: Online program compatible with other educational systems used in HPS and must provide professional development as needed as well any supplemental resource materials packaged with the online services.

D. Time Frame for Service: The contract will become effective on the date it is signed by all parties and cover the 2023-2024 school year, July 1, 2023 - June 30, 2024, pending funding availability and satisfactory services rendered. This contract is at the sole discretion of Hattiesburg Public Schools and the grantor agency. A contract will be awarded to the vendor(s) whose proposal(s) has been determined to be the most advantageous to the district, taking into consideration the price and the evaluation factors set forth in the RFP.

E. Request for Information

Questions concerning the RFP should be sent to: Tonsa Vaughn, tonsa.vaughn@hattiesburgpsd.com
The deadline for submitting written questions by email is **May 26, 2023, at 12:00 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 HPS. HPS reserves the right, as its sole discretion, to determine appropriate and adequate responses to the written comments, questions, and requests 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 by **May 30, 2023.**

F. General Specifications and Instructions to Bidders:

- a. **DUE DATES FOR PROPOSAL:** One (1) **original** proposal and four (4) **copies** must be received by **11:00 a.m.** Central Time (CST) on **Thursday, June 1, 2023**, at the following address based upon the delivery method used:

Hand Deliver Proposals to: Edith Stallings
Hattiesburg Public Schools
301 Mamie Street
Hattiesburg, MS 39401

Mail or Ship Proposals to: Edith Stallings
Hattiesburg Public Schools
301 Mamie Street
Hattiesburg, MS 39401

- b. Bidders have an option to submit proposals electronically. Any bidder preferring to submit the bid electronically rather than a sealed bid can do so by submitting the bid at www.centralbidding.com. For questions relating to the electronic bidding process, please call Central Bidding at 225-810-4814. Electronic submission of bids is not required.
- c. Quotes are requested for half and full day rates for professional development services. The use of the days depends on the identified needs for the day's work based on description in the RFP.

G. RESPONSIBILITY OF THE OFFERING VENDOR

- The proposal transmittal form must be signed by an authorized official to bind the offering vendor to the proposal provisions.
- Ensure that the competitive proposals are delivered by the deadline and assume all risks of delivery.
- Upon receipt, the sealed proposals will be stamped and dated.
- Proposals and modifications received at 301 Mamie Street, Hattiesburg, 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.

H. SCOPE OF WORK AND RESPONSIBILITIES

Background: Hattiesburg Public Schools (HPS) is seeking proposals for instructional and support supplies and online/software tools, and professional development. The supplies, software/online services, and professional development will be needed at eight schools in HPS - five elementary schools grades PreKindergarten-5, one sixth grade school, one middle school grades 7-8, one high school grades 9-12, and Sacred Heart private school grades K-12.

Planning for the 2023-2024 school year is based on providing services and resources for the following tentative number of students:

1. Grace Christian Elementary PK-5 - 400

2. Hawkins Elementary School PK-5 - 350

- | | |
|---|--|
| 3. Rowan Elementary School PK-5 - 400 | 7. N.R. Burger Middle School 7-8 – 650 |
| 4. Thames Elementary School PK-5 – 550 | 8. Sacred Heart Private School K-12 -800 |
| 5. Woodley Elementary School PK-5 - 400 | 9. Hattiesburg High School 9-12 - 980 |
| 6. STEAM 6th Grade Academy - 350 | |

Scope of Services: Hattiesburg Public Schools is requesting a sealed request for proposals (RFP) from qualified vendors in the instructional/support online/software tools and/or assessments.. The instructional and support materials and online/software may include online resources, licenses, subscriptions, digital or online platforms, data and programs for students and staff that meet the PK-12 Mississippi State Standards for applicable subjects. Online assessment tools may include a test bank for teacher use, sample test questions to be used as bell ringers and/or exit tickets, the capacity of providing up to three benchmark exams with questions not included in the teacher test bank. Professional development services should be included as well if needed. Specific services for grades PK-12 requested include, but are not limited to online/software instructional and assessment programs and support tools are needed in the following areas:

1. Online/Software teaching and learning program designed to supplement instruction for academic **Core content areas and Subjects/courses for grade bands of PK-5, 6-8, & 9-12** (*i.e. English Language Arts, to include Reading, Language, Grammar/Mechanics, Vocabulary, Writing, and/or Phonics Components; Math; Science; Social Studies, etc.*)
2. Online/software teaching and learning programs designed to supplement instruction for **Electives and Non-core content/subjects/courses for grade bands of PK-5, 6-8, & 9-12** (*i.e. English Language (EL), Music, Career and Technical Education (CTE), ACT, ACT WorkKeys, SAT, PSAT, Standardized Testing Prep, Dropout Prevention, etc.*)
3. Online/software **Assessment/benchmark testing and item banks** aligned to Mississippi College and Career Readiness Standards for core content and academic subjects/courses (*i.e. English Language Arts-Reading, Language, Grammar/Mechanics, Vocabulary, Writing, and/or Phonics Components; Math; Science; Social Studies, etc.*)
4. Online/software support for **Academic and Student Data Management** (*i.e. MTSS, RTI, EL, IEP, EWS, IRP, CTE, ISP, Student Academic and Career Paths, etc*)

I. 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.

J. CONTRACTOR REQUIREMENTS

The contractor will be responsible for all tasks required to complete the project as described in the Scope of Work. The contract proposed by the contractor must include the following:

- Contracts over \$250,000 must address administrative, contractual, or legal remedies in instances where the contractors violate or breach contract terms and provide for such sanctions and penalties as appropriate.
- All contracts in excess of \$10,000 must address termination of cause and for convenience, including the manner by which it will be effected and the basis for settlement.
- Arbitration is prohibited.

- If litigation is mentioned in terms and conditions, the venue must be in Mississippi (preferably Forest County or other jurisdiction located within the state of Mississippi).

K. 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 HPS will not pay any costs above this amount. A detailed budget narrative with annual costs as well as unit cost if applicable 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 in the outline of the RFP. If the Vendor objects to any of the terms and conditions, the Vendor shall 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.

L. ACCEPTANCE OF PROPOSALS

HPS 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 HPS. 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. HPS reserves the right to award the proposal (or portions) to more than one vendor(s). In order for a responding vendor(s) to be awarded the whole or portions of the proposal or placed on the approved Bid 23-014 vendor list, a vendor(s) must receive at least a minimum of 300 points of the 500 total points possible from the five-member Evaluation Committee utilizing the established RFP rubric.

M. REJECTION OF PROPOSALS

Any proposal shall be rejected in whole or in part when it is determined to be in the best interest of HPS. 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 proposals was not submitted.

EXCEPTIONS: HPS 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 HPS.

N. DISPOSITION OF PROPOSALS

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

O. CONDITIONS OF SOLICITATION

The release of the RFP does not constitute an acceptance of any offer, nor does such release in any way obligate HPS 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. HPS 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 HPS
 - Successful negotiation of any changes to the proposal as required by HPS
 - HPS Board of Trustees approval
4. Likewise, HPS also reserves the right to accept any proposal as submitted for a 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 Hattiesburg Public Schools 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. HPS 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 HPS for this project. In the event funds are not available, any contract resulting from this RFP will become void immediately.
 9. HPS reserves the right to award the entire contract to one vendor or to award the separate contracts based on the rubrics (disciplines) to multiple vendors based on the outcome of the evaluation process.
 10. Contract Agreement – The successful contractor(s) will be required to enter into an Agreement with HPS 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.
 11. HPS will be responsible for:
 - a. Providing 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 assist the contractor.

P. QUALIFICATIONS

The offering vendor shall provide the following minimum information:

1. 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;
2. 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;
3. The abilities, qualifications, and experience of all persons who would be assigned to provide the required services;
4. 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,

5. A plan giving as much detail as is practical explaining how the services will be performed.

Q. CRITERIA FOR EVALUATION OF PROPOSALS

HPS 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 HPS.

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 HPS. 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. Products and/or Services Offered– 30 points
2. Program Operations – 30 points
3. Record of Past Performance – 30 points
4. Cost-Effectiveness – 10 points

Awards shall be made to the responsible offering vendor whose proposal is determined to be the most advantageous to HPS, taking into consideration the price and the evaluation factors set forth. The results of the evaluation and the recommendation of the evaluation team will be forwarded to the superintendent and Board of Trustees for final approval.

HATTIESBURG PUBLIC SCHOOLS RFP SCORING RUBRIC

ONLINE INSTRUCTIONAL PROGRAMS AND ASSESSMENT PROGRAMS 2023

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 it as non-applicable (N/A). HPS reserves the right to award the proposal (or portions) to more than one vendor(s) and/or to develop a list of approved vendors for BID 23-013. In order for a responding vendor(s) to be awarded the whole or portions of the proposal and/or included on the list of approved vendors for Bid 23-013, a vendor(s) must receive at least a minimum of 300 of the total 500 points possible from the five-member Evaluation Committee utilizing the established RFP rubric.

1. PRODUCTS OFFERED			
Requirement	Evidence	30	
<ul style="list-style-type: none"> ● Standards-based aligned PK-12 online lessons and instructional program with supporting resources ● Online/software teaching and learning resources and tools available for Core academic subjects/courses (<i>i.e. Math, History, Science, English Language Arts to include Content for Reading, Writing, Vocabulary, Grammar, Phonics/etc.</i>) ● Online/software teaching and learning resources and tools available for Non-core subjects/courses and Elective content (<i>i.e. EL, CTE, ACT, ACT WorkKeys, SAT, PSAT, Test Prep, CTE, Music, Technology, Dropout Prevention, etc.</i>) ● Online/software resources with Assessments and Item bank (<i>i.e. Week 3, 6, 9 Benchmarks, Standards Mastery, Common assessments by Standard, and Item Bank by Standard - formatted like EOC & MAAP</i>) ● Online/software support for academic or Student Data tracking and Assessment/Academic Information Management (<i>i.e. MTSS, RTI, EL, IEP, EWS, IRP, CTE, ISP, Student Academic and Career Paths, etc</i>) 			
2. PROGRAM OPERATIONS			
Requirement	Evidence	30	
<ul style="list-style-type: none"> ● Adequacy of resources for PK-12 students and staff (<i>online/software and print if available</i>) ● Comprehensiveness of the program for grades, content, and/or subject (<i>i.e online and print materials, resources for students and teachers, grade bands PreK-5, 6-8, & 9-12, etc.</i>) ● Ability to progress monitor student progress ● Instructional reports offered ● Easily accessible and user friendly program features and capabilities ● Compatible with current HPS program and systems 			
3. RECORD OF PAST PERFORMANCE			
Requirement	Evidence	30	
<ul style="list-style-type: none"> ● Numbers of years in business ● Previous experience and/or relationship with HPS ● Integrity (<i>i.e., products have been used successfully in similar Mississippi school districts</i>) ● Delivery protocol and timelines for services/products ● Quality and completeness of proposal 			
4. COST-EFFECTIVENESS			
Requirement	Evidence	10	
<ul style="list-style-type: none"> ● Projected total annual cost of proposal with all components outlined ● Service and support annual cost with detailed description of the rate of products/services ● Professional development offered at comparable, reasonable cost ● Reasonableness of complete proposal cost for totality of offered services online/software tools, student/teacher resources, PD-training, assessments, lessons/content, etc. 			

Points Received: _____ **of 100 Total Possible Points**

Reviewer Signature: _____ **Date of Review:** _____

R. 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 HPS, 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 HPS 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 the 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 HPS. 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 HPS is an Equal Opportunity Employer and therefore maintains a policy that 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 HPS. No act performed or representation made, whether oral or written, by the contractor with respect to third parties shall be binding on the HPS.

7. COPYRIGHTS AND PATENTS

Contractor (i) agrees that HPS 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 HPS 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 HPS 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 HPS 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 set forth in Section 7-204 (Gratuities) of the Mississippi Personal Service Contract Procurement Regulations.

13. AVAILABILITY OF FUNDS

It is expressly understood and agreed that the obligation of HPS 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 HPS, HPS 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 HPS 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 HPS shall either:

- (a) Cancel the stop work order; or
- (b) Terminate the work covered by such order as provided in the Termination for Default Clause or the Termination for Convenience Clause of this contract.

(2) *Cancellation or Expiration of the Order.* If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, 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 HPS decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this contract.
- (3) *Termination of Stopped Work.* If a stop work order is not canceled and the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise.
- (4) *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/CAUSE (*Must be included in Vendor's Contract*)

- (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 HPS 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 HPS, 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 HPS may procure similar supplies or services in a manner and upon terms deemed appropriate by the Purchasing Agent of HPS. 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 HPS, the Contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of the Contractor in which the HPSD has an interest.
- (3) *Compensation.* Payment for completed services delivered and accepted by HPS shall be at the start of the contract's established annual price. HPS may withhold from amounts due the Contractor such sums as the Purchasing Agent of HPS deems to be necessary to protect HPS against loss because of outstanding liens or claims of former lien holders and to reimburse HPS 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 HPS 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.
- (5) Upon request of the Contractor, the Purchasing Agent of HPS 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 HPS under the clause entitled "Termination for Convenience." (As used in this Paragraph of this clause, the term "Subcontractor" means Subcontractor at any tier).
- (6) *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 HPS, be the same as if the notice of termination had been issued pursuant to such clause.
- (7) *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 (*Must be included in Vendor's Contract*)

- (1) *Termination.* The Purchasing Agent of HPS may, when the interests of HPS so require, terminate this contract in whole or in part, for the convenience of HPS. The Purchasing Agent of HPS 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 HPS 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 HPS 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 APPROVAL

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

20. PERSONNEL

Contractor agrees that, at all times, the employees of the 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 HPS as required by state and federal privacy laws. No information, documents or other material provided to or prepared by the contractor deemed confidential by HPS pursuant to state and federal privacy laws, shall be made available to any person or organization without the prior approval of HPS. 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 the 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, HPS, 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 HPS concurrence, which HPS shall not unreasonably withhold.

23. 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 antitrust 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 antitrust 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.

24. BREACH OF AGREEMENT *(Must be included in Vendor's Contract)*

A breach of this agreement is grounds for termination of the contract and may result in debarment, applicable and appropriate sanctions and penalties.

25. ADMINISTRATIVE, CONTRACTUAL, OR LEGAL REMEDIES *(Must be included in Vendor's Contract)*

If the Vendor breaches the terms of this Agreement, there are resulting administrative, contractual, or legal remedies. The failure by a Party to comply with or perform any agreement, covenant or obligation in accordance with this Agreement, if not remedied, will result in termination of the agreement by the district.

26. FRAUD AND FALSE STATEMENTS *(Must be included in Vendor's Contract)*

The Vendor certifies and affirms the truthfulness and accuracy of each statement of this Agreement and understands that if the vendor knowingly makes any false statements, misrepresentations, reports, or claims as to the character, quality, quantity, or cost of material used or to be used, or quantity or quality work performed or to be performed, this agreement may be terminated and subject to federal and state requirements for prosecution, certification, and disclosure.

S. ROYALTIES 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 Hattiesburg Public Schools harmless from such loss on account thereof.

T. AS A BIDDING VENDOR, WE UNDERSTAND THAT ALL OF THESE PROVISIONS MUST BE STRICTLY COMPLIED WITH IN ORDER TO FULFILL THE CONTRACT.

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*