|  |  |  |
| --- | --- | --- |
| **ALN Number** | **Title of Federal Program** | **Federal Award Number** |
|  |  |  |
|  |  |  |

|  |  |
| --- | --- |
| MAGIC Contract # |  |
| WIN # |  |

**(Please delete or replace red writing)**

**CONTRACT WORKER SIGNATURE SHEET**

**THE MISSISSIPPI DEPARTMENT OF EDUCATION**

**P. O. BOX 771**

**JACKSON, MISSISSIPPI 39205**

|  |  |
| --- | --- |
| **Contractor's Name**  Name only | **Contractor’s Contact Person and Telephone Number:**  **Office personnel for contract worker**  **The MDE Tracking Number: Determined by office**  **Dates of Contract: (when all parties sign/July 1 – end date)**  **For PPRB, must enter start date after approval date  Page 1 of total # pages** |

**The following funds are obligated:**

|  |  |  |
| --- | --- | --- |
| **GENERAL** | **FEDERAL/OTHER FUNDS** | **TOTAL** |
| **$** | **$** | **$** |

**Contractor agrees to carry out tasks outlined in this contract in accordance with all provisions of this contract included herein. The following sections are attached and incorporated into this agreement:**

**(Place an X in the blanks for the sections that are included in the contract)**

**Statement of Work Reporting Requirements**

**Compensation Special Conditions**

**Travel Policy Other: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Standard Terms and Conditions**

|  |  |
| --- | --- |
| **Approved for the Mississippi Department of Education**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_  **Signature Date**  **Name: Chief**  **Title: Chief Title**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_  **Signature Date**  **Name: Monique Corley**  **Title: Director, Office of Procurement** | **Contractor hereby agrees to the terms and conditions specified in the contract and assures of the legal authority to enter into said contract. Contractor further certifies that there is no conflict of interest and that the appropriate leave will be taken to perform the work outlined in the contract.**  **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_**  **Signature Date**  **Name:**  **Title:** |

1. **INTRODUCTION**

The contract between the Mississippi Department of Education (hereinafter referred to as the “MDE”) and contractor’s name (hereinafter referred to as the “Contractor or contractor name”) is for the purpose of title of service. The term of the contract is **when all parties sign or July 1, 2022 through end date of contract**. (For PPRB contracts please enter a start date on page 1 and 2)

The MDE will pay Contractor an amount not to exceed **$Current fiscal year amount** for FYXX.

**Include the following renewal statements below : (If no renewal statement was included, please delete entire renewal statements)**

Review solicitation for the number of renewal options

Renewal of contract for number (#) optional years will be determined annually and shall be contingent upon successful completion of the services in the preceding year’s contract, a performance evaluation, and availability of funds.

1. **STATEMENT OF WORK**

Contractor will fulfill all terms and conditions as outlined in the documents listed below.

Attachment 1: The MS Department of Education's Request for Application for name of RFA

Attachment 2: The Application submitted by Contractor name in response to the aforementioned RFA

1. **REPORTING REQUIREMENTS Delete if not applicable**

The Contractor shall satisfy reporting requirement as stated in the RFA, if applicable.

List any reporting requirements as stated in RFA

1. **PRIORITY** –

The contract consists of the original agreement, the MS Department of Education’s Request for Applications for Name of Solicitation (hereinafter referred to as “RFA” and/or “Attachment 1”), and the response Application by Name of Vendor (hereinafter referred to as “Application” and/or “Attachment 2”). Any ambiguities, conflicts or questions of interpretations of this contract shall be resolved by first by reference to this agreement and its’ modifications in order of effective date and, if still unresolved, by reference to RFA and, if still unresolved, by reference to the Application. Omission of any term or obligation from this agreement, modifications, or incorporated attachments shall not be deemed an omission from this contract if such term or obligation is provided for elsewhere in this contract.

1. **PERFORMANCE BY CONTRACTOR**

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

Contractor hereby understands and agrees that while providing services under this agreement he/she is a representative of the MDE and therefore will always act professionally.

1. **TERMINATION IN EVENT OF EMPLOYMENT**

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

1. **ETHICS**

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

Contractor agrees to comply with Miss. Code Ann. § 25-4-105 and may be subject to civil and/or criminal penalties if found violating the conflict of interest provision of State law.

1. **Standard Terms and Conditions**

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

1. **ACCESS TO RECORDS**

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

1. **ANTI-ASSIGNMENT/SUBCONTRACTING**

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

1. **APPLICABLE LAW**

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

1. **APPROVAL**

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

1. **ASSIGNMENT**

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

1. **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.

1. **AVAILABILITY OF FUNDS**

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

1. **BACKGROUND CHECKS**

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

1. **BOARD APPROVAL**

It is understood that this contract is void and no payment shall be made in the event that the Mississippi Board of Education and/or the Public Procurement Review Board does not approve this contract.

1. **COMPLIANCE WITH LAWS**

Contractor understands that the [State] is an equal opportunity employer and therefore, maintains

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

1. **CONFIDENTIALITY**

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

1. **CONTRACT WORKER**

Based upon the Internal Revenue Code, Contractor has been classified as a contract worker. Contractor shall perform all services as a contract worker and shall discharge all of its liabilities as such. No act performed or representation made, whether oral or written, by Contractor with respect to third parties shall be binding on the MDE.

1. **COPYRIGHTS**

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

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

1. **DEBARMENT AND SUSPENSION**

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

(1) is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency or any political subdivision or agency of the State of Mississippi;

(2) has not, within a three year period preceding this agreement, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction;

(3) has not, within a three year period preceding this agreement, been convicted of or had a civil judgment rendered against it for a violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(4) is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in paragraphs two (2) and (3) of this certification; and,

(5) has not, within a three year period preceding this agreement, had one or more public transactions (federal, state, or local) terminated for cause or default.

1. **DISCLOSURE OF CONFIDENTIAL INFORMATION**

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

1. **E-PAYMENT**

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

1. **E-VERIFICATION**

If applicable, Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008 and will register and participate in the status verification system for all newly hired employees. Mississippi Code Annotated §§ 71-11-1 *et seq*. The term “employee” as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, “status verification system” means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor agrees to maintain records of such compliance. Upon request of the State and after approval of the Social Security Administration or Department of Homeland Security when required, Contractor agrees to provide a copy of each such verification. Contractor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws. The breach of this agreement may subject Contractor to the following:

(1) termination of this contract for services and ineligibility for any state or public contract in Mississippi for up to three (3) years with notice of such cancellation/termination being made public;

(2) the loss of any license, permit, certification or other document granted to Contractor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year; or,

(3) both. In the event of such cancellation/termination, Contractor would also be liable for any additional costs incurred by the State due to Contract cancellation or loss of license or permit to do business in the State.

1. **HEALTH INSURANCE MARKETPLACE**

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

1. **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.

1. **ORAL STATEMENTS**

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this contract. All modifications to the contract must be made in writing by the *MDE* and agreed to by Contractor*.*

1. **PERFORMANCE OF CONTRACT BY CONTRACTOR**

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

1. **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.

1. **PRICE ADJUSTMENT**

(1) **Price Adjustment Methods.** Any adjustments in contract price, pursuant to a clause in this contract, shall be made in one or more of the following ways:

(a) by agreement on a fixed price adjustment before commencement of the additional performance;

(b) by unit prices specified in the contract;

(c) by the costs attributable to the event or situation covered by the clause, plus appropriate profit or fee, all as specified in the contract; or,

(d) by the price escalation clause.

(2) **Submission of Cost or Pricing Data.** Contractor shall provide cost or pricing data for any price adjustments subject to the provisions of Section 3-403 (Cost or Pricing Data) of the *Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations*.

1. **PROCUREMENT REGULATIONS**

The contract shall be governed by the applicable provisions of the *Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations*, a copy of which is available at 501 North West Street, Suite 701E, Jackson, Mississippi 39201 for inspection, or downloadable at http://www.DFA.ms.gov.

1. **RELEASE FROM LIABILITY**

Contractor hereby expressly releases the MDE, its assigns, agents, licensees, affiliates, clients and principals, representatives, heirs and successors from any liability from any and all privacy, defamation of other claims, demands, injuries, damages and losses of whatsoever nature and character alleged to be caused by or arising out of, directly or indirectly, the matters, acts, circumstances and participation covered by this Contract.

1. **REPRESENTATION REGARDING CONTINGENT FEES**

Contractor represents that it has not retained a person to solicit or secure a state contract upon an

agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in Contractor’s bid or proposal.

1. **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 M*ississippi Public Procurement Review Board Office of Personal Service* ***Contract Review Rules and Regulations*.**

1. **RIGHT TO AUDIT**

The PPRB may, at reasonable times and places, audit the procurement records of any agency to ensure it has used competitive procedures to contract for the personal or professional service.

1. **RIGHTS TO MATERIALS**

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

1. **SEVERABILITY**

If any part of this agreement is declared to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of the agreement that can be given effect without the invalid or unenforceable provision, and to this end the provisions hereof are severable. In such event, the parties shall amend the agreement as necessary to reflect the original intent of the parties and to bring any invalid or unenforceable provisions in compliance with applicable law.

1. **STATE PROPERTY**

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

1. **STOP WORK ORDER**

(1) **Order to Stop Work**: The Chief Procurement Officer, may, by written order to Contractor at any time, and without notice to any surety, require Contractor to stop all or any part of the work called for by this contract. This order shall be for a specified period not exceeding 90 days after the order is delivered to Contractor, unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, Contractor shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the Chief Procurement Officer shall either:

(a) cancel the stop work order; or,

(b) terminate the work covered by such order as provided in the Termination for Default clause or the Termination for Convenience clause of this contract.

(2) **Cancellation or Expiration of the Order**: If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, Contractor shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or Contractor price, or both, and the contract shall be modified in writing accordingly, if:

(a) the stop work order results in an increase in the time required for, or in Contractor’s cost properly allocable to, the performance of any part of this contract; and,

(b) Contractor asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage; provided that, if the Chief Procurement Officer decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this contract.

(3) **Termination of Stopped Work**: If a stop work order is not canceled and the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise.

(4) **Adjustments of Price:** Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment clause of this contract.

1. **TERMINATION FOR CONVENIENCE**

(1) **Termination.** The Agency Head or designee of the [State] may, when the interests of the [State] so require, terminate this contract in whole or in part, for the convenience of the [State]. The Agency Head or designee 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 subcontracts and orders connected with the terminated work. The Agency Head or designee may direct the contractor to assign the contractor’s right, title, and interest under the 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.

1. **TERMINATION FOR DEFAULT**

(1) *Default*. If Contractor refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract or any extension thereof, or otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the Agency Head or designee may notify Contractor in writing of the delay or nonperformance and if not cured in ten (10) days or any longer time specified in writing by the Agency Head or designee, such officer may terminate Contractor’s right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the Agency Head or designee may procure similar supplies or services in a manner and upon terms deemed appropriate by the Agency Head or designee. Contractor shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.

(2) *Contractor’s Duties*. Notwithstanding termination of the contract and subject to any directions from the Chief Procurement Officer, Contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of Contractor in which the State has an interest.

(3) *Compensation*. Payment for completed services delivered and accepted by the State shall be at the contract price. The State may withhold from amounts due Contractor such sums as the Agency Head or designee deems to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders and to reimburse the State for the excess costs incurred in procuring similar goods and services.

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

(As used in this Paragraph of this clause, the term “subcontractor” means subcontractor at any tier).

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

(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.

1. **TERMINATION UPON BANKRUPTCY**

This contract may be terminated in whole or in part by the MDEupon written notice to Contractor, if Contractor should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by Contractor of an assignment for the benefit of its creditors. In the event of such termination, Contractor shall be entitled to recover just and equitable compensation for satisfactory work performed under this contract, but in no case shall said compensation exceed the total contract price.

1. **TRADE SECRETS, COMMERCIAL AND FINANCIAL INFORMATION**

It is expressly understood that Mississippi law requires that the provisions of this contract which contain the commodities purchased or the personal or professional services provided, the price to be paid, and the term of the contract shall not be deemed to be a trade secret or confidential commercial or financial information and shall be available for examination, copying, or reproduction.

1. **TRANSPARENCY**

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

1. **Compensation and Financial Reports**

As full consideration for the Specified Services to be performed under this Contract, and for all rights, properties, and privileges vested in the MDE by the terms of this Contract, including the release of the State Board of Education, MDE, its employees, its assigns, agents, licensees, affiliates, clients and principals, representatives, heirs and successors, from any liability for any releases granted by the terms of this Contract in perpetuity, the MDE agrees to pay CONTRACTOR using the following breakdown:

**Personal Services:** An Amount Not to Exceed $ ($ /hr. x hrs.), payable on a biweekly delayed payment schedule after completion of services and submission of invoice.

**Travel:** Actual Amounts May Not Exceed $ (May include airfare, lodging, meals, etc. as approved by the MDE), reimbursed in accordance with the attached travel policy upon receipt of travel voucher after completion of specified services.

**FICA:** In addition to the above personal services costs, an amount not to exceed $ (7.65% of the personal services costs) has been added to the total costs of the contract to cover the MDE's matching contribution for Social Security and Medicare (FICA).

**Retirement:** In addition to the above personal services costs, an amount not to exceed $\_\_\_\_\_\_ (19.4% of the personal services costs) in accordance with the regulations of the Public Employees’ Retirement System (PERS) Board has been added to the total costs of the contract to cover the MDE’s contribution to PERS for the amount of compensation received by CONTRACTOR.

1. **Budget Narrative**

Delete travel info below if no travel required

The Mississippi Department of Education will pay name of contractor an amount not to exceed $amount of contract for the purpose of purpose of contract from initial date of contract through end date of contract.

Travel will be reimbursed according to the MDE travel policy. In addition, travel time that equals or exceeds two (2) hours (round trip) will be compensated as follows:

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

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