|  |  |  |
| --- | --- | --- |
| **CFDA Number** | **Title of Federal Program** | **Federal Award Number** |
| **#** | **Name of Grant** | **#** |
|  |  |  |

|  |  |
| --- | --- |
| **MAGIC Shopping Cart** | |
| **Contract Number** |  |
| **NIGP Code** |  |

**(Please delete or replace red and highlighted text)**

**INDEPENDENT CONTRACT MODIFICATION SIGNATURE SHEET**

**THE MISSISSIPPI DEPARTMENT OF EDUCATION**

**P. O. BOX 771**

**JACKSON, MISSISSIPPI 39205**

|  |  |
| --- | --- |
| **1. Contractor's Name and Address** | **2. Contractor's Contact Person and Telephone**  **Number: name and #**  **3. Effective Date: date contract modification begins or for SBE/PPRB approval date**  **4. The MDE Tracking Number: program office determines**  **5. Modification Number: #**  **6. Contract Beginning and Ending Dates: Date contract signed/July 1/SBE/PPRB approval date**  **7. Page: 1 of #** |

**8. As a result of this modification, funds obligated are changed as follows:**

|  |  |  |  |
| --- | --- | --- | --- |
|  | **GENERAL FUNDS** | **FEDERAL/OTHER FUNDS** | **TOTAL** |
| **FROM: total amount of last contract** | **$** | **$** | **$** |
| **CHANGE (+/-): funds added** | **$** | **$** | **$** |
| **TO: new total amount** | **$** | **$** | **$** |

**9. This contract is hereby modified as follows: (For modifications only)** The purpose of this modification is to amend contract to increase funds by $$ for FY# or calendar year dates in an amount not to exceed $ total amount.

**(For renewals only)** - This is renewal optional year # of the contract to increase funds by $$ for FY ## or calendar year dates to continue services agreed upon in the initial contract. (Please review solicitation)

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**10. Except as hereby modified, all terms and conditions of the contract remain unchanged.**

|  |  |
| --- | --- |
| **11. Approved for the MS Department of Education**    **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_**  **Signature Date**  **Name:**  **Title: Chief Officer**  **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_**  **Signature Date**  **Name: Monique Corley**  **Title: Director, Office of Procurement** | **12. Approved for Contractor**  **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_**  **Signature Date**  **Name:**  **Title:** |

**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 providing (service solicited). The term of this contract is July 1, ## through June 30, ##. (or whatever date applicable to your award)

The purpose of this renewal is to continue services agreed upon in the original contract for FY# in an amount not to exceed $.

The purpose of this modification is to amend contract to increase funds by $$ for FY# in an amount not to exceed $ total amount.

Delete BOTH optional statements below if renewal clause was not in the RFA or original contract

This is optional year # of a number (#) year option. Renewal of contract for year number (#) of a number (#) year contract shall be contingent upon successful completion of the services in the preceding year’s contract, a performance-based evaluation, and availability of funds.

OR

Last optional year of the contract

This is optional year # and the final year of the contract.

Based upon the Internal Revenue Service Code, Contractor has been classified as an independent contractor and will not be subject to withholding.

**DELETE IF THE STATEMENT OF WORK OR SCOPE REMAINS THE SAME.**

**STATEMENT OF WORK (**List each new attachments e.g. modification letters, budget modifications, etc. for current FY work, if any.)

Attachment #:

*\* Review prior contract or modification to include additional attachment(s) \**

**PRIORITY - (RFP/Q)**

The contract consists of the original agreement and any modification thereafter, the MS Department of Education’s Request for Proposals/Qualifications for Name of Solicitation including the Questions and Answers document (hereinafter referred to as “RFP/Q” and/or “Attachment 1”), and the response proposal/qualifications by Name of Vendor (hereinafter referred to as “Proposal/Qualifications” 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 RFP/Q and, if still unresolved, by reference to the Proposal/Qualifications. 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.

**OR**

**PRIORITY (For Quotes)**

The contract consists of the original agreement and any modification thereafter, the MS Department of Education’s Request for Quotes for Name of Solicitation including the Questions and Answers document (hereinafter referred to as “RFQ” and/or “Attachment 1”), and the response quote by Name of Vendor (hereinafter referred to as “Quote” 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 RFQ and, if still unresolved, by reference to the Quote. 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.

Delete conditions and damages if no change from the original contract or adding new

**SPECIAL CONDITIONS - *Please specify any special conditions here that may apply to this contract and be specific as to the penalty phase if a task/deliverable is not timely and/or completed.***

**LIQUIDATED DAMAGES – *Please include this section to explain the monetary penalties that will be given for NOT meeting the above task/deliverables timely (should be in accordance with the specified timeline).***

**\*\* Insert the Performance Bond clause if included in solicitation \*\***

**Standard Terms and Conditions**

Compare the original contract clauses for the Standard Terms and Conditions to the over $75,000 RFP/Q **solicitation** found on the procurement web page. Clauses that have been added and/or revised in the solicitation MUST be included in the modification/renewal contract in this section. If clauses have not been updated, please delete this section.

**Compensation and Financial Reports**

This contract is based upon a fixed amount of $ total amount of contract from original signed contract through month, date, year. Payment of the fixed amount of the contract shall be made upon successful completion of all work specified in the contract and upon receipt of an invoice by the 8th working day of the month following the completion of the work. Failure to provide the work may result in the withholding of total payment or may result in partial payment until contractor completes tasks as specified.

**Budget Narrative**

The Mississippi Department of Education will pay name of contractor an amount not to exceed $ total amount of contract for the purpose of purpose of contract from original signed contract through month, date, year.

List dates and amounts that have been established and agreed upon for the deliverables for the fiscal year to be awarded.

**CONTRACT BUDGET SUMMARY**

**THE MISSISSIPPI DEPARTMENT OF EDUCATION**

**P. O. BOX 771**

**JACKSON, MISSISSIPPI 39205**

|  |  |
| --- | --- |
| **1. Contractor's Name and Address** | **2. The MDE Tracking Number: MDE Contract #**  **3. Contract Beginning and Ending Dates: Date contract signed/July 1/SBE/PPRB approval date**  **4. Modification Number: #**  **5. Page # of #** |

**COST CATEGORY TOTAL FUNDS**

|  |  |
| --- | --- |
| **1. Fee for Services** | **1. \_\_\_\_\_\_\_\_\_\_\_\_\_** |
| **2. Travel (see travel policy)**  **a. in-state**  **b. out-of-state** | **2.**  **a.**  **b.** |
| **3. Contractual Services**  **a. postage**  **b. telephone**  **c. rental of buildings and floor space**  **d. rental of EDP and computer equipment**  **e. other contractual services** | **3.**  **a.**  **b.**  **c.**  **d.**  **e.** |
| **4. Commodities** | **4.** |
| **5. Equipment**  **a. office machines, furniture, fixtures**  **and equipment**  **b. data processing and computer**  **equipment**  **c. other equipment** | **5.**  **a.**  **b.**  **c.** |
| **6. \*Indirect Cost (Rate )** | **6.** |
| **GRAND TOTAL** | **Total amount of contract** |

**\*Copy of Indirect Cost Plan must be on file in The Mississippi Department of Education.**