

# REQUEST FOR QUALIFICATIONS



MISSISSIPPI  
DEPARTMENT OF  
EDUCATION

## Mississippi Seal of Biliteracy Proficiency Assessments Request for Qualifications

**Submission Deadline Date: June 12, 2025**

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*This solicitation is to provide information required to submit a response to this Request for Qualification (RFQ). Please be aware that changes to previous versions may have been made.*

## **SECTION 1. INTRODUCTION AND OVERVIEW**

### **1.1 Purpose and Goals**

The Mississippi Department of Education (MDE) Office of Secondary Education issues this Request for Qualifications to solicit offers from qualified, experienced, and responsible sound Offerors to provide proficiency assessments for modern and classical languages, including American Sign Language, and yearly score reporting. Proposing vendors must have the proven ability to perform all core services requested in this solicitation. A more detailed listing of services is provided in **Section 2.1 of the Scope of Services**.

In accordance with Mississippi State Board of Education Policy Chapter 28, Rule 28.8 (below), the MDE will provide a list of approved assessments for use in determining student levels of language proficiency. Districts will utilize approved vendors to administer proficiency assessments awarded from this solicitation, which will be used to determine students' levels of proficiency for awarding local seals of biliteracy. The assessments should include the language domains (listening, speaking, reading, and writing) that are appropriate for the given language, the modes of communication (interpersonal, interpretive, and presentational) appropriate for the language and adhere to the major levels of proficiency as described by the American Council of the Teaching of Foreign Languages (ACTFL).

### **Mississippi State Board of Education Policy Chapter 28, Rule 28.8**

The purpose of this policy is to establish minimum criteria for Local Education Agencies (LEAs) in awarding Seals of Biliteracy. The Seal of Biliteracy recognizes and awards students who have attained proficiency in one or more world languages and English by the time of high school graduation. The Seal of Biliteracy demonstrates that students have attained biliteracy, benefiting both them and the institutions with which they work, including employers and post-secondary institutions. It also signals a student's readiness for college and career, as well as for engagement as a global citizen. Participation in the Mississippi Department of Education's (MDE) Seal of Biliteracy shall be determined by LEAs. Beginning the 2019-2020 school year, the MDE shall require participating school districts to follow the award process as defined in the Mississippi Seal of Biliteracy Guidance Document. LEAs are also required to report Seal of Biliteracy award data to the MDE.

All contract awards are at the discretion of the State Board of Education (SBE). The contract will be awarded for a project period up to five (5) years (through 2030). Each year of the contract will be reviewed to ensure that services will be continued annually and shall be contingent upon the successful completion of the services in the preceding year's contract, the availability of funding, and a performance-based evaluation. This solicitation and any resulting contracts shall be governed by the applicable provisions of *the State Board of Education Contract Policies* and if required, *the Mississippi Public Procurement Review Board (PPRB), Office of Personal Service Contract Review (OPSCR) Rules and Regulations*, a copy of which is available at 501 N. West Street, Suite 701E, Jackson, Mississippi 39201 for inspection or visit [PPRB/OPSCR Rules and Regulations](#). The contract Standard Terms and Conditions has been included as Appendix B for your review and acceptance. If the Vendor objects to any of the Standard Terms and Conditions, the objection may be considered as an adequate cause for rejection without further negotiations.

A copy of this solicitation, including all appendices and any subsequent amendments, including the Question and Answer amendment, if issued, will be posted on the MDE [website](#) and on the under "Public" RFP/RFQ/RFA/Invitation to Bid section. It is the sole responsibility of all interested vendors to monitor the website for updates regarding this procurement.

## **SECTION 2. SCOPE OF SERVICES**

This section provides information on the services and requirements that the Offeror must fulfill. The descriptions are not all-inclusive but are provided to inform you of services or requirements that may require additional planning or programming on your part. A detailed description of the Offeror's experience must be aligned and documented in accordance with the scope of work outlined below.

Vendors must collaborate with districts to ensure that testing and reports are provided within the school district's deadline requirements.

The Offeror is expected to provide the following:

### **2.1 Scope of Services**

- The assessments must incorporate world languages and/or American Sign Language.
- The offeror must provide districts with an MDE-approved list of the world language and/or American Sign Language assessments.
- Assessments for each of the world language assessments must align with the American Council of Teaching of Foreign Languages (ACTFL) Proficiency Guidelines and/or Performance Descriptors as well as the Mississippi World Languages Framework/Standards.
- Offerors providing assessments for American Sign Language must provide an overview of alignment to the ASL communication standards and competencies in the appropriate language domains for ASL.
- Assessments must be developed by a formally trained language speaker and writer of the language who has an understanding of and/or experience using the ACTFL Proficiency Guidelines and/or Performance Descriptors for assessment purposes, or that an interpreter/translator was used to translate for a committee member that has experience using the ACTFL Proficiency Guidelines and/or Performance Descriptors for assessment purposes.
- Assessments must include an online web-based testing platform; however, some students who require accommodations may need a paper version.
- The online assessments must be compatible with a variety of devices, including PCs, Macs, iPads, Chromebooks, Windows tablets, and other devices that may become available to schools in the future.
- Student results and reports must be provided in a timely manner for the MDE, districts, schools, and parents, if applicable.
- Offerors must provide student assessment data in a compatible format (e.g., Excel or pipe-delimited CSV) that can be received into the MDE data collection system, which includes student identification numbers, student names, birthdates, district/school locations, and student scores.

- Scores must include areas of assessment (language domains, language modes of communications, actual score, proficiency levels).
- Scores must align with the current ACTFL proficiency levels (e.g., intermediate-mid range, advanced-low range).
- Offerors must meet the Mississippi district's timeline needs.
- Assessment domains must include listening, speaking, reading, and writing that are appropriate for each world language or American Sign Language.
- Description of the assessed ACTFL domains.

## **2.2 Required Assessment Components**

- The authentic resources and items used to assess the communicative modes and skills of reading and listening for each particular language (original and English translation(s)), including item bank examples.
- The prompts used to assess communicative modes and skills of speaking and writing for each particular language (original and English translation(s)).
- The Offeror will provide support materials, such as manuals, guides, and ancillaries, used with test administrations developed and delivered by the Offeror (if applicable).
- Offeror will provide guidance on test security and guidance for administering the assessments(s), including a description of who can proctor the assessment and the qualifications to become a proctor (if applicable).
- A report interpretive guide will be submitted to the district and the MDE in electronic format to assist teachers, administrators, and parents in interpreting assessment results.
- The offeror will provide test fees (if applicable) to the participating school or district. Including the cost of the assessment per student and available discounts.

## **2.3 Assessment Scoring and Reporting**

- A description of the rubrics used to assign ratings, including evidence that they are tied to Intermediate High or higher performance descriptors/Can-do statements (English).
- A description of the rating process, including how the assessment will be rated and by whom.
- A description of the qualifications of raters, including evidence of their familiarity with ACTFL proficiency guidelines and previous experience using them in assessment, and how raters are obtained (are they obtained through an internal hiring process, through an employment agency, etc.).
- A description of the score levels/ranges for the assessment and how they correlate to the ACTFL levels (e.g., intermediate-high, advanced-low, etc.).

- A description of how the scores will be reported (e.g., by domain, by mode of communication, overall, etc.), with a sample report.
- A description of how ratings will be communicated to candidates.
- A description of how the assessment tasks will be archived to ensure confidentiality and security.
- Time range needed from the date of assessment to the date report results will be available and reported to the Mississippi Department of Education, candidates, and schools/districts. *Note that this may require the offeror to provide a place in the registration process to indicate that parents or students grant permission for the vendor to share information with the school, district, and the MDE.*

#### **2.4 Developmental Appropriateness**

- Evidence that the assessment is developmentally appropriate for high school-aged students.

#### **2.5 Reliability and Validity**

- Evidence and explanation of the process used to determine the assessment reliability and validity.

#### **2.6 Deliverables**

- Score reports must be provided to schools and districts according to the individual testing cycles.
- Student assessment data must be provided to the MDE in accordance with the data sharing agreement which will be made available to vendors who have met the RFQ requirements. Data sharing agreements are required to be completed prior to State Board approval for this request for qualifications.

#### **2.7 Price/Cost Data**

- The MDE will not provide compensation to the offeror. Assessments listed on the MDE-approved list may be used by any Mississippi district, and districts will be directly responsible for the cost of their selected assessments.

## **SECTION 3 REFERENCES**

The Program Office staff and the Office of Procurement must be able to contact two (2) trade references, if required, within five (5) business days of the proposal opening of the submitted responses to ensure the Offeror is responsible. (See Appendix D)

1. List up to a minimum of three (3) clients, including government clients, for whom your company has performed services similar to those requested in this solicitation. The Offeror must provide sufficient client details to demonstrate it has significant experience in working with programs similar to the scope of this solicitation.

For each client, the list must specify:

- a. Client name, including contact person, title (director or administrator, etc.), location address, e-mail address, and phone number.
- b. The type of work your company provided to the client.

- c. Contract dates (beginning and end dates) for the services your company provided to the client.

## **SECTION 4. MINIMUM QUALIFICATIONS**

1. The following minimum qualifications are mandatory. If, in the opinion of the MDE, the Offeror fails to prove that the submitted response meets any of the below minimum qualifications, the response qualifications will be disqualified from further evaluation. It is the responsibility of the Offeror to submit a complete and responsive proposal by the submission deadline.
2. The Offeror must provide:
  - a. The age of the Offeror’s business and average number of employees for the past **two (2) years**,
  - b. The abilities, qualifications, and experiences of all persons who would be assigned to provide required services,
  - c. The required references as noted in Section 3 – References, and
  - d. The Offeror must provide details describing how the qualifications align with the scope of services.
3. The Vendor shall provide all services directly related to this contract from an office(s) located in the United States. Indicate your agreement with this requirement and identify any locations outside the State of Mississippi in which you propose to provide the services described in this solicitation.
4. Include in your responses the total number of years in business and the company’s experience related to the scope of work.
5. If federal funds are allocated for payment, the Offeror must verify that its business is not debarred. (if applicable)

### **4.1 Notice of Intent**

For planning purposes, please submit a Notice of Intent Form by 5:00 PM CST Friday, June 6, 2025. Notice shall be submitted via e-mail to [el-worldlanguages@mdek12.org](mailto:el-worldlanguages@mdek12.org). Failure to submit the letter of intent will not disqualify the qualification proposal from consideration. Your intent notice should indicate your organization’s primary contact and direct e-mail address. The submission of a Notice of Intent does not obligate the offeror to submit a qualification proposal. (Appendix G)

### **4.2 Questions and Answers**

Questions must be submitted to [el-worldlanguages@mdek12.org](mailto:el-worldlanguages@mdek12.org) and must be received no later than **Friday, May 23, 2025, by 5:00 PM CST**, to ensure a response from the MDE. Responses to questions will be posted on the MDE [website](#) under “Public” RFP/RFQ/RFA/Invitation to Bid section as an amendment to the solicitation on **Thursday, May 29, 2025**. Questions received after **the deadline** will not be considered for a response. It is the Offeror’s sole responsibility to regularly monitor the website for amendments and/or announcements concerning this solicitation.

### **4.3 Acknowledgment of Amendments**

The MDE reserves the right to amend this solicitation at any time. Should an amendment to the solicitation be issued, it will be posted on the MDE [website](#) under “Public” RFP/RFQ/RFA/Invitation to Bid section. Offerors must acknowledge receipt of any amendment to the solicitation by signing and returning the amendment acknowledgment form. The amendment acknowledgment form must be included in the proposal submission. Please monitor the website for amendments to the solicitation. The MDE responses to questions will be treated



as amendments to the solicitation and will require acknowledgment. It is the bidder's sole responsibility to monitor the MDE website for amendments to this solicitation.

#### **4.4 Cost of Proposal Preparation**

All costs incurred by the Offeror in preparing and delivering its proposal, making presentations, and any subsequent time and travel to meet with the MDE regarding its proposal shall be borne exclusively at the Offeror's expense.

#### **4.5 Right to Reject, Cancel, and/or Issue Another Solicitation**

The MDE specifically reserves the right to reject any or all proposals received in response to the solicitation, cancel the solicitation in its entirety, or issue another solicitation.

#### **4.6 Registration with the Mississippi Secretary of State**

By submitting a proposal, the Offeror certifies that it is registered to do business in the State of Mississippi as prescribed by Mississippi law and the Mississippi Secretary of State or, if not already registered, that it will do so within seven (7) business days of being notified by the MDE Office of Procurement and Contracts that it has been awarded a contract.

#### **4.7 Debarment**

By submitting a proposal, the Offeror certifies that it is not currently debarred from submitting proposals for contracts issued by any political subdivision or agency of the State of Mississippi or Federal Government and that it is not an agent of a person or entity that is currently debarred from submitting proposals for contracts issued by any political subdivision or agency of the State of Mississippi.

#### **4.8 State Approval**

It is understood that this contract may require approval by the SBE/PPRB. If required and this contract is not approved, it shall be void, and no payment shall be made hereunder. Every effort shall be made by the MDE to facilitate rapid approval and a start date consistent with the proposed schedule; however, please note that the schedule is tentative.

## **SECTION 5 PROCUREMENT OF CONTRACTS**

### **5.1 Restrictions on Communications with the MDE Staff**

At no time shall any Offeror or its personnel contact or attempt to contact any MDE staff regarding this solicitation except the contact specified in the Questions and Answers Section.

**Should it be determined that any Offeror has attempted to communicate or has communicated with any MDE employee outside of the Office of Secondary Education regarding this solicitation, the MDE, at its discretion, may disqualify the Offeror from submitting a proposal in response to this SOLICITATION.**

### **5.2 Submission Requirements**

Proposals must be submitted to [el-worldlanguages@mdek12.org](mailto:el-worldlanguages@mdek12.org). The proposal shall be submitted using the Required Format in the section below. **The complete proposal, including all attachments, shall be submitted in a searchable Microsoft Office® format, preferably in Word® or Portable Document Format (PDF) only.** "Links" received to obtain a response via the RFXS will not be opened, and the email will be rejected without further consideration for an award. **Offeror shall allow at least 72 hours in advance of the due date to consider unforeseen technical issues.**

For a proposal submitted via electronic or mail more than once, the LAST proposal submitted will be the proposal considered for evaluation and award. **All other submissions will be rejected and not considered for an award.**

**Each page of the proposal must be numbered.** Multiple-page attachments and samples should be numbered internally within each document, rather than being numbered in the overall page number sequence of the entire proposal. The intent of this requirement is for the Offeror to submit all information in a manner that is clearly referenced and easily locatable.

***Required Format:***

The Offeror shall provide the following:

- a. One (1) original signed copy of the complete proposal, including all attachments.

***Section components must be clearly distinguished as follows:***

- **COVER PAGE Proposal Cover Sheet (Appendix A)**
- **COMPONENT 1 – References**
  - a. **Section 1 – *References*** must meet the requirements as set forth in the References section. (See Section 2)
- **COMPONENT 2 – Plan of Action**
  - a. **Section 2 – *Overview/Work Plan***
    - Shall provide a clear and concise outline of the plan of action to encompass the minimum qualifications, implementation, deliverables, and expected outcomes/results to achieve the scope of work. Any required information that is omitted and not addressed in the minimum qualifications section will disqualify the submission and will not be considered for an award.
  - b. **Section 3 – *Assessment samples*** shall include:
    - A sample of the authentic resources and sample test items used to assess the communicative modes and skills of reading and listening (original and English translation).
    - The prompts used to assess communicative modes and skills of speaking and writing (original and English translation)
  - c. **Section 4 – *Assessment Scoring and Reporting***
    - A description of the rubrics used to assign ratings, including evidence that they are tied to Intermediate High or higher performance descriptors/Can-do statements (English).
    - A description of the rating process, including how the assessment will be rated and by whom.
    - A description of the qualifications of raters, including evidence of their familiarity with ACTFL proficiency Guidelines and previous experience using them in assessment, and how raters are obtained (are they obtained through an internal hiring process, through an employment agency, etc.).

- A description of the score levels/ranges for the assessment and how they correlate to the ACTFL levels (e.g., intermediate-high, advanced-low, etc.).
  - A description of how the scores will be reported (e.g., by domain, by mode of communication, overall, etc.), with a sample report.
  - A description of how the vendor will determine if the student is taking the test for the purpose of receiving an award for the Mississippi Seal of Biliteracy and how the vendor will include a field for the student to enter their school code.
  - A description of how ratings will be communicated to candidates.
  - A description of how the assessment tasks will be archived to ensure confidentiality and security.
  - Developmental Appropriateness - Evidence that the assessment is developmentally appropriate for high school-aged students.
  - Reliability and Validity - Evidence and explanation of the process used to determine the reliability and validity of the assessment.
- **COMPONENT 3 – OTHER**
    - a. **Section 5** – Any additional relevant information (not to exceed five (5) pages).
    - b. **Section 6** – Signed Contingent Fee/Acknowledgement of Amendments, if applicable.
    - c. **Section 7** – If the proposal contains *confidential or trade* information, one (1) additional *confidential or trade* electronic copy of the complete proposal, including all attachments, shall be submitted in a searchable Microsoft Office® format, preferably in Word® or Portable Document Format (PDF).

**The second (2nd) PDF shall be labeled “Redacted” CONFIDENTIAL Proposal and must be submitted with the response by the deadline date for submission.** The Offeror shall identify and redact trade secrets and information that shall remain confidential throughout the original proposal, or the **MDE shall consider the entire Proposal to be public record.** Per Mississippi Code Annotated §25-61-9(7), the type of service to be provided, the price to be paid, and the term of the contract cannot be deemed confidential.

The **“Redacted” CONFIDENTIAL Proposal** shall be considered public record and immediately released, without notification to the Offeror, pursuant to any request under the Mississippi Public Records Act, Miss. Code Ann. §25-61-1 *et seq.* and Miss. Code Ann. §79-23-1. **If a “Redacted” CONFIDENTIAL Proposal is not received, the original and “blind” evaluation copy shall be used/released for any reason deemed necessary by the MDE, including but not limited to submission to the PPRB, posting to the Transparency Mississippi website, etc.**

Modifications or additions to any portion of the procurement document may result in the rejection of the Proposal. The MDE reserves the right to decide, on a case-by-case basis, whether to reject a proposal with modifications or additions as non-responsive. As a precondition to proposal acceptance, the MDE may request that the Offeror withdraw or modify those portions of the proposal deemed non-responsive that do not affect the quality, quantity, price, or delivery of the service. The solicitation issued by the MDE is the official version and will supersede any conflicting solicitation language subsequently submitted in proposals.

All documentation submitted in response to this solicitation and any subsequent requests for information pertaining to this solicitation shall become the property of the MDE and will not be returned to the Offeror.

If you have additional information you would like to provide, include it as Component 3 of your proposal. Failure to provide all requested information and in the required format may result in the disqualification of the Proposal. All requested information is considered important. The MDE has no obligation to locate or acknowledge any information in the proposal that is not presented under the appropriate outline and in the proper location according to the instructions herein.

### **5.3 Proposal Submission Period**

A signed proposal shall be submitted electronically to [el-worldlanguages@mdek12.org](mailto:el-worldlanguages@mdek12.org) no later than Thursday, June 12, 2025, **2:00 PM Central Standard Time (CST)**. Offeror shall allow at least 72 hours in advance of the due date to consider unforeseen technical issues. Proposals received after the time designated in the solicitation shall be considered late and shall not be considered for an award.

*The email subject line and electronic document shall clearly identify the name of the solicitation and the name of the entity or individual submitting the response. Any deviation from these instructions may result in disqualification of the qualification response and shall not be considered for an award.*

**Format for Subject Line: MS Seal of Biliteracy Assessments Proposal by “insert offeror name” (DO NOT UNDERSCORE or INSERT SYMBOLS)**

**Only electronic submissions will be accepted.**

An original, signed proposal with one (1) copy shall be emailed and received to [el-worldlanguages@mdek12.org](mailto:el-worldlanguages@mdek12.org) by **2:00 PM Central Standard Time (CST) on or before Thursday, June 12, 2025.**

The MDE will not be responsible for delivery delays or lost proposals. All risk of late arrival due to unanticipated delays is entirely on the Offeror. All Offerors are urged to consider the possibility of delay when submitting their proposals and submit them electronically to [el-worldlanguages@mdek12.org](mailto:el-worldlanguages@mdek12.org). The Offeror shall be notified as soon as practicable if their proposal is rejected, along with the reason for such rejection.

Applicants are encouraged to submit ONE response to prevent duplication. Upon submission of the response, a confirmation receipt will be provided as assurance that the OEER received the proposal.

Duplicate submission of an electronic response application will result in the LAST submission being considered as a modification to the original submission. The previous submissions will be rejected and will not be considered for the evaluation and award. Any late duplicate copy will disqualify all submissions from the evaluation process for the award.

## 5.4 Important Tentative Dates

<b>Tuesday, May 6, 2025</b> <b>Tuesday, May 13, 2025</b>	Request for Qualification advertisement dates
<b>Friday, May 23, 2025</b>	Deadline to submit questions and requests for clarification
<b>Thursday, May 29, 2025</b>	Responses to questions and requests for clarification posted
<b>Friday, June 6, 2025</b>	Notice of Intent to Apply
<b>Thursday, June 12, 2025</b>	Proposal submission deadline by 2:00 PM CST
<b>Monday, July 14, 2025</b>	Anticipated Date of the Notice of Intent to Award
<b>Monday, August 4, 2025</b>	Final date for vendor to submit Data Sharing Agreement
<b>Thursday, August 21, 2025</b>	State Board of Education (SBE) Meeting (pending completion and receipt of Data Sharing Agreement)
<b>Monday, September 1, 2025</b>	Award effective date

***NOTE: Adjustments to the schedule may be made as deemed necessary by the MDE.***

## 5.5 Acceptance of Proposals

After receiving the proposals, the MDE reserves the right to award the contract based on the terms, conditions, and premises outlined in the solicitation and the proposal submitted by the selected company, without negotiation.

All properly submitted proposals shall be accepted by the MDE. After the compliance review or evaluation of proposals, the MDE may request necessary amendments from all Offerors, reject any or all proposals received, or cancel this solicitation, according to the best interest of the MDE and the State of Mississippi.

The MDE also reserves the right to waive minor irregularities in proposals, provided such action is in the best interest of the MDE and the State of Mississippi. A minor irregularity is defined as a variation of the solicitation which does not affect the price of the proposal or give one party an advantage or benefit not enjoyed by other parties, or adversely impacts the interest of the MDE. Where the MDE may waive minor irregularities as determined by the MDE, such waiver shall in no way modify the solicitation requirements or excuse the Offeror from full compliance with the solicitation specifications and other contract requirements should the Offeror be awarded the contract.

The MDE reserves the right to exclude any and all non-responsive proposals from any consideration for contract award. The MDE shall award a contract to the Offeror whose proposal is responsive to the solicitation and is most advantageous to the MDE, the Board, and the State of Mississippi in price, quality, and other factors considered.

## 5.6 Disposition of Proposal

The proposal submitted by the successful Offeror shall be incorporated into and become part of the resulting award. All proposals received by the MDE shall, upon receipt, become and remain the property of the MDE. The MDE shall have the right to use all concepts contained in any proposal, and this right shall not affect the solicitation or rejection of the proposal.

## 5.7 Modification or Withdrawal of a Proposal

Prior to the proposal submission deadline, a submitted proposal may be withdrawn by submitting a written request for its withdrawal to the MDE, signed by the Offeror.

A proposal may be submitted as an amended proposal before the proposal submission deadline. Such amended proposals shall be a complete replacement for a previously submitted proposal and shall be clearly identified as such. The MDE shall not merge, collate, or assemble proposal materials.

Unless requested by the MDE, no other amendments, revisions, or alterations to proposals shall be accepted after the proposal submission deadline. Any submitted proposal shall remain a valid proposal for one hundred eighty (180) calendar days from the date of the proposal submission deadline.

### **5.8 Rejection of Proposals**

A proposal response that includes terms and conditions that do not conform to the terms and conditions specified within this solicitation is subject to rejection as non-responsive. Further, submission of a proposal that is not complete and/or unsigned is subject to rejection as non-responsive. The MDE reserves the right to permit the Offeror to withdraw nonconforming terms and conditions from its proposal response prior to a determination by the MDE of non-responsiveness based on the submission of nonconforming terms and conditions. Additional reasons for rejecting a proposal include:

1. The proposal contains unauthorized amendments to the requirements of the solicitation;
2. The proposal is conditional;
3. The proposal is incomplete or contains irregularities, which make the proposal indefinite or ambiguous;
4. The proposal did not follow submission requirements;
5. The proposal cover sheet does not have an original or electronic authentication signature by the authorized representative;
6. The proposal contains false or misleading statements or references;
7. The Offeror is determined to be non-responsive;
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 solicitation;
9. The proposal is received late. Late proposals shall be maintained unopened in the EL-World Languages file;
10. The Offeror or representative emails the qualification response proposal to an MDE staff;
11. The Offeror has filed for business bankruptcy, been implicated in fraud, and/or been debarred within the past seven (7) years;
12. The Offeror did not perform prior MDE services in an honorable and/or proper like manner;
13. The Offeror is currently indebted to the State;
14. Objection with the Standard Terms and Conditions.

### **5.9 Corrections and Clarifications**

The MDE reserves the right to request clarifications or corrections to proposals after the response has met the submission requirements and the response is deemed responsible for an award. Any proposal received which does not meet the requirements of this solicitation will be considered non-responsive and eliminated from further consideration.

### **5.10 Proposal Evaluation**

All proposals received in response to this solicitation by the stated deadline will receive a comprehensive, fair, and impartial evaluation. An evaluation committee will evaluate the proposals using a two-phase process, consisting of Compliance and Analysis phases. A **100-point scoring scale** will be used in the evaluation process for proposals determined to be in compliance and responsive to the solicitation. **For proposals ultimately determined to be**

**finalists, Offerors must meet a minimum score of 80 out of 100 possible points.** The evaluation of any proposal may be suspended and/or terminated at the MDE's discretion at any point during the evaluation process at which the MDE determines that said proposal and/or Offeror fails to meet any of the mandatory requirements as stated in this solicitation, the proposal is determined to contain fatal deficiencies to the extent that the likelihood of selection for contract negotiations is minimal, or the MDE and/or the Board receives reliable information that would make contracting with the Offeror impractical or otherwise not in the best interests of the Board and/or the State of Mississippi.

The evaluation process, including evaluation factors and weights are described below:

**Compliance Phase** - In this pass or fail phase of the evaluation process, all proposals received will be reviewed by the MDE internal team and/or designee to determine if the following mandatory requirements of this solicitation have been satisfied:

1. Proposal received by submission deadline;
2. Required proposal submission format followed;
3. Minimum Qualifications met;
4. Proposal Cover Sheet (Appendix A);
5. References;
6. Price/Cost Data; and
7. All Required Signed Forms (if applicable).

Failure to comply with these requirements may result in the proposal being eliminated from further consideration. Offerors passing the Compliance Phase will be evaluated further.

**Weight –The Compliance Phase is a pass or fail phase of the evaluation.**

**Analysis Phase** – In this phase of the evaluation process, the evaluation committee will score proposals to determine numerical scores for each qualified Offeror. Numerical scores will be calculated based on the following criteria. Evaluation factors are listed below in order of their relative importance and weight:

**a. Offeror Overview/Work Plan (Weight/Value – 20%)**

- a. Narrative providing an overview of all languages available from the Offeror
- b. Evidence that the committee that developed the assessment included a formally trained language speaker and writer of the language who has an understanding of and/or experience using the ACTFL Proficiency Guidelines and/or Performance Descriptors for assessment purposes, or that an interpreter/translator was used to translate for a committee member that has experience using the ACTFL Proficiency Guidelines and/or Performance Descriptors for assessment purposes
- c. A description of the rating process, including how the assessment will be rated
- d. A description of the qualifications of raters, including evidence of their familiarity with ACTFL Proficiency Guidelines and previous experience using them in assessment
- e. A description of how the test will be administered if it is approved
- f. A description of how ratings will be communicated to candidates
- g. A description of how the assessment tasks will be archived to ensure confidentiality and security

**b. Assessment Components (Weight/Value – 35%) - Summary of the Offeror's implementation for providing the specified services.**

- a. A sample of the authentic resources and sample test items used to assess the communicative modes and skills of reading and listening (original and English translation).
  - b. The prompts used to assess communicative modes and skills of speaking and writing (original and English translation)
  - c. A description of who can proctor the assessment and the qualifications to become a proctor
  - d. Test fees, if applicable
  - e. The assessments must incorporate world languages and/or American Sign Language
  - f. Assessments for each of the world language assessments **must** align with the American Council on the Teaching of Foreign Languages (ACTFL) Proficiency Guidelines and/or Performance Descriptors as well as the Mississippi World Languages Framework/Standards.
  - g. Offerors providing assessments for American Sign Language must provide an overview of alignment to the ASL communication standards and competencies **in the appropriate language domains for ASL.**
  - h. Assessments **must be developed by** a formally trained language speaker and writer of the language who has an understanding of and/or experience using the ACTFL Proficiency Guidelines and/or Performance Descriptors for assessment purposes, or that an interpreter/translator was used to translate for a committee member that has experience using the ACTFL Proficiency Guidelines and/or Performance descriptors for assessment purposes
  - i. Assessments **must include an** online web-based testing platform; however, some students who require accommodations may need a paper version
  - j. The online assessments must be compatible with a variety of devices, including PCs, Macs, iPads, Chromebooks, Windows tablets, and other devices that may become available to schools in the future.
- c. **Assessment Scoring Reporting (Weight/Value – 35%)**
- a. A description of the rubric used to assign ratings, including evidence that it is tied to Intermediate High-performance descriptors/Can-Do statements (English)
  - b. Assessment domains must include listening, speaking, reading, and writing that are appropriate for each world language or American Sign Language
  - c. A description of the assessed ACTFL domains
  - d. The authentic resources and items used to assess the communicative modes and skills of reading and listening (original and English translation(s)), including item bank examples
  - e. Examples of the prompts used to assess communicative modes and skills of speaking and writing (original and English translation(s))
  - f. The rubrics used to assign ratings, including evidence that they are tied to Intermediate High or higher performance descriptors/Can-do statements (English).
  - g. A description of the rating process, including how the assessment will be rated and by whom.
  - h. A description of the qualifications of raters, including evidence of their familiarity with ACTFL Proficiency Guidelines and previous experience using them in assessment, and how raters are obtained (are they obtained through an internal hiring process, through an employment agency, etc.)
  - i. A description of the score levels/ranges for the assessment and how they correlate to the ACTFL levels (e.g. intermediate-high, advanced-low, etc.)
  - j. A description of how the scores are reported (e.g., by domain, by mode of communication, overall, etc.), with a sample report
  - k. A description of how ratings will be communicated to candidates.



- l. A description of how the assessment tasks are archived to ensure confidentiality and security
- m. Time range needed from the date of assessment to the date report results will be available to the candidates and schools/districts

**d. Developmental Appropriateness (Weight/Value – 5%)**

Evidence that the assessment is developmentally appropriate for high school-aged students

**e. Reliability and Validity (Weight/Value – 5%)**

Evidence of the process used to determine the assessment reliability and validity.

Upon completion of the evaluation of proposals, the evaluation committee's average score will determine the proposal(s) that meet the minimum score of 80 out of 100 and the Program Office will make a recommendation to the SBE as to the proposal(s) deemed most advantageous to the State and to authorize the issuance of an Intent to Award contract notification to the selected vendor(s) and authorize contract negotiations with the selected vendor(s), if applicable. Subsequent to authorization by the Board, all participating vendor(s) will be notified in writing of the contract award.

## **SECTION 6 AWARD**

Awarded vendors will be placed on an approved list to provide assessments for district use. Districts will be responsible for payment of all purchases procured under this award, not to exceed a five-year period.

At the MDE's discretion, all vendors awarded under this solicitation may submit additional assessments in accordance with the scope of work in this solicitation **as approved by the MDE**.

At the MDE's discretion, any awarded vendor may submit additional assessment proposals from November through February of each academic year to introduce new assessments to the MDE to evaluate, select, and be considered for adding additional assessments to the list.

Funds and awards are subject to appropriations by the state/federal government. This is a five-year multi-term contract that will be awarded contingent on the availability of funds.

All contracts will be awarded contingent upon appropriations, proper implementation of the proposed project implementation, completion, and submission of all required documentation. Funding to eligible vendors is subject to the SBE and PPRB approvals, if applicable. An award may be offered if the submitted information meets the required qualifications and expectations as described in the RFQ and previous awards with the Mississippi Seal of Biliteracy reflect good standing and have upheld the Data Sharing Agreement as agreed with the Mississippi Department of Education.

**The Mississippi Department of Education reserves the right to negotiate award amounts with all potential Offerors.**

### **6.1 Right of Negotiation**

Local school districts will negotiate the cost of the service and/or product.

## **6.2 The Mississippi Department of Education**

The specific responsibilities of the MDE are stated below.

- Provide a contact person to work with the contractor to ensure quality control
- Review any updated assessments that were not approved in the initial award
- Provide available information to assist the vendor

## **6.3 Management Responsibilities of Personnel and Administration**

Except where expressly provided otherwise herein, each party shall bear its own costs incurred in performing its responsibilities here under. The contractor shall provide one person who shall be responsible for all activities required to fulfill said contract. This individual shall be invested with the authority to make decisions and commitments on behalf of the contracted party during the performance of the solicitation.

The MDE shall also designate one representative who shall act as the primary contact for this office. This representative shall be responsible for conferring with all necessary parties to resolve any unanticipated issues or requirements that may arise during the course of the solicitation.

## **6.4 Memorandum of Understanding**

The execution of a Memorandum of Understanding (MOU) shall be required prior to the release of any student-level data by the Mississippi Department of Education. Failure to adhere to the provisions of the MOU may result in the termination of the contract and/or the denial of subsequent renewal requests.

## **6.5 Ethics**

In compliance with State law, a Contractor who is employed by a public entity agrees to make arrangements 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 the 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 by his/her employer whereby the public employer acknowledges that it is aware of its employee working for the MDE.

## **6.6 Termination in the 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.

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## Appendix A – Proposal Cover Sheet

Company/Name: \_\_\_\_\_

Proposals must be submitted as directed in the **Proposal Submission Requirements** on or before the submission deadline specified in the solicitation.

Company Representative and Title	
Mailing Address	
City, State, Zip	
Telephone:	
E-Mail Address:	

***Please identify the Office/Branch which will provide services for the MDE if different from above:***

Contact Person and Title	
Telephone Number	
Email Address	
Physical Address	
City, State, Zip	
Mailing Address	
City, State, Zip	

1. Are you currently registered as a Supplier in MAGIC? \_\_\_\_ YES \_\_\_\_ NO
2. If known, what is your supplier number? \_\_\_\_\_
3. Are you currently registered with PayMode? \_\_\_\_ YES \_\_\_\_ NO
4. Are you a minority owned company? \_\_\_\_ YES \_\_\_\_ NO

**By signing below, the Company Representative certifies that he/she has authority to bind the company, and further acknowledges and certifies the statements below on behalf of the company:**

- That the Offeror will perform the services required at the prices stated in their proposal.
- That the pricing submitted will remain firm for the contract term.
- That, to the best of its knowledge and belief, the cost or pricing data submitted is accurate, complete, and current as of the submission date.
- That the company is licensed or authorized to provide the proposed services in the State of Mississippi.
- The Offeror indicates and is in agreement with the Standard Terms and Conditions as set forth above. If the Offeror objects to any of the Standard Terms and Conditions, the objection may be considered as an adequate cause for rejection without further negotiations.
- The State of Mississippi utilizes the Mississippi Accountability System for Government Information and Collaboration (MAGIC) system to manage contracts. Additionally, electronic payments are issued through an electronic portal called [PayMode](#). In order to do business with the State of Mississippi, all Suppliers must be registered with both systems. By submitting a proposal, the Offeror certifies it is registered with both systems and if not already registered, will do so within seven (7) business days of being notified by the MDE that it has been awarded a contract.

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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## **Appendix B – Standard Terms and Conditions**

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

### **1. ACCESS TO RECORDS**

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 the 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 the 3-year period, the records shall be retained until completion of the action and resolution of all issues which arise from it.

### **2. 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.

### **3. 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. Contractor shall comply with applicable federal, state, and local laws and regulations.

### **4. 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.

### **5. ATTORNEY'S FEES AND EXPENSES**

Subject to other terms and conditions of this agreement, in the event Contractor defaults in any obligations under this agreement, Contractor shall pay to the State all costs and expenses (including, without limitation, investigative fees, court costs, and attorney's fees) incurred by the State in enforcing this agreement or otherwise reasonably related thereto. Contractor agrees that under no circumstances shall the customer be obligated to pay any attorney's fees or costs of legal action to Contractor.

### **6. 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.

#### **7. AVAILABILITY OF FUNDS**

It is expressly understood and agreed that the obligation of the MDE 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 time 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 MDE, the MDE 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 MDE of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

#### **8. BACKGROUND CHECKS – COMPANY**

Contractor and/or its employees represents neither has ever 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 and/or its employees 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, if applicable. Any disqualifying information received from the criminal background check will render this agreement null and void.

#### **9. BOARD APPROVAL**

It is understood that if this contract requires approval by the Mississippi State Board of Education, and this contract is not approved by the Mississippi State Board of Education, it is void and no payment shall be made hereunder.

#### **10. CHANGES IN SCOPE OF WORK**

The MDE may order changes in the work consisting of additions, deletions, or other revisions within the general scope of the contract. No claims may be made by Contractor that the scope of the project or of Contractor's services has been changed, requiring changes to the amount of compensation to Contractor or other adjustments to the contract, unless such changes or adjustments have been made by written amendment to the contract signed by the MDE and Contractor.

If Contractor believes that any work is not within the scope of the project, is a material change, or will otherwise require more compensation to Contractor, Contractor must immediately notify the MDE in writing of this belief. If the MDE believes that the work is within the scope of the contract as written, the Contractor will be ordered to and shall continue with the work as changes and at the cost stated for the work within the contract.

#### **11. COMPLIANCE LAWS**

The Contractor understands that the MDE 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, 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.

## **12. CONFIDENTIALITY**

Notwithstanding any provision to the contrary contained herein, it is recognized that MDE is a public agency of the State of Mississippi and is subject to the Mississippi Public Records Act. Miss. Code Ann. §§ 25-61-1 *et seq.* If a public records request is made for any information provided to MDE pursuant to this agreement and designated by the Contractor in writing as trade secrets or other proprietary confidential information, the MDE shall follow the provisions of Miss. Code Ann. §§ 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.

## **13. CONTRACTOR 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.

The MDE shall, throughout the life of the contract, have the right of reasonable rejection and approval of staff or subcontractors assigned to the work by the Contractor. If the MDE reasonably rejects staff or subcontractors, the Contractor must provide replacement staff or subcontractors satisfactory to the MDE in a timely manner and at no additional cost to the MDE. The day-to-day supervision and control of Contractor's employees and subcontractors is the sole responsibility of Contractor.

MDE reserves the right to request changes in personnel assigned to the project. The MDE Project Manager must pre-approve any changes in key personnel through the contract term. Substitutions are not permitted without written approval of the MDE Project Manager.

## **14. COPYRIGHTS**

Contractor agrees that the MDE shall determine the disposition of the title to and the rights under any copyright by Contractor or employees on copyrightable material first produced or composed under this agreement. Further, Contractor hereby grants to the MDE 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. This grant is 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 Contractor's knowledge, infringe upon the copyright or any other proprietary rights of any third party. Should any aspect of the materials become, or in Contractor's opinion be likely to become, the subject of any infringement claim or suit, Contractor shall procure the rights to such material or replace or modify the material to make it non-infringing.

## **15. 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 qualification, 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 qualification, 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 paragraph two (2) and (3) of this certification; and,
- (5) has not, within a three-year period preceding this qualification, had one or more public transactions (federal, state, or local) terminated for cause or default.

#### **16. 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 Miss. Code Ann. §§ 25-61-1 *et seq.*

#### **17. 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 Ann. § 31-7-301 *et seq.*

#### **18. 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 Ann. §§ 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 the 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 cost incurred by the State due to Contract cancellation or loss of license or permit to do business in the State.

#### **19. EXCEPTIONS TO CONFIDENTIAL INFORMATION**

Contractor and the State shall not be obligated to treat as confidential and proprietary any information disclosed by the other party (“disclosing party”) which:

- (1) Is rightfully known to the recipient prior to negotiations leading to this agreement, other than information obtained in confidence under prior engagements;
- (2) is generally known or easily ascertainable by nonparties of ordinary skill in the business of the customer;
- (3) is released by the disclosing party to any other person, firm, or entity (including governmental agencies or bureaus) without restriction;
- (4) is independently developed by the recipient without any reliance on confidential information;
- (5) is or later becomes part of the public domain or may be lawfully obtained by the State or Contractor from any nonparty; or,
- (6) is disclosed with the disclosing party’s prior written consent.

#### **20. FORCE MAJEURE**

Each party shall be excused from performance for any period and to the extent that it is prevented from performing any obligation or service, in whole or in part, as a result of a cause beyond the reasonable control and without the fault or negligence of such party and/or its subcontractors. Such acts shall include, without limitation, acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, earthquakes, floods, or other natural disasters (“force majeure events”). When such a cause arises, Contractor shall notify the MDE immediately in writing of the cause of its inability to perform, how it affects its performance, and the anticipated duration of the inability to perform. Delays in delivery or in meeting completion dates due to force majeure events shall automatically extend such dates for a period equal to the duration of the delay caused by such events, unless the MDE determines it to be in its best interest to terminate this agreement.

#### **21. INDEMNIFICATION**

To the fullest extent allowed by law, Contractor shall indemnify, defend, save and hold harmless, protect, and exonerate the agency, its commissioners, board 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 attorney’s fees, arising out of or caused by 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, upon approval of the Office of the Mississippi Attorney General, the Contractor may be allowed to control the defense of any such claim, suit, etc. In the event Contractor defends said claim, suit, etc., Contractor shall use legal counsel acceptable to the Office of the Mississippi Attorney General. 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. Contractor shall not settle any claim, suit, etc., without the concurrence of the Office of the Mississippi Attorney General, which shall not be unreasonably withheld.

## **22. INDEPENDENT CONTRACTOR**

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

## **23. INDEPENDENT PRICE DETERMINATION**

Contractor certifies that the price submitted was independently arrived at without collusion.

## **24. INFORMATION DESIGNATED BY CONTRACTOR AS CONFIDENTIAL**

Any disclosure of those materials, documents, data, and other information which Contractor has designated in writing as proprietary and confidential shall be subject to the provisions of Mississippi Code Annotated §§ 25-61-9 and 79-23-1. As provided in the contract, the personal or professional services to be 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. Any liability resulting from the wrongful disclosure of confidential information on the part of Contractor or its subcontractor shall rest with Contractor. Disclosure of any confidential information by Contractor or its subcontractor without the express written approval of the MDE shall result in the immediate termination of this agreement.

## **25. LEGAL AND TECHNICAL SUPPORT**

Contractor shall utilize its knowledge and understanding of applicable legal standards and comply with recognized professional standards and generally accepted measurement principles applicable to assessments and uses of the type described in this contract, including but not limited to standards relating to validity and reliability. Contractor shall consult with the MDE concerning its implementation of the requirements of this section. In the event of a challenge in which the validity or reliability of the use of an assessment developed under this contract is an issue (other than a challenge based on infringement of copyright or other proprietary rights of a third party), Contractor shall cooperate with the MDE and/or the State of Mississippi in the defense of the assessment and shall provide reasonable technical and legal support with regard to Contractor's activities under this contract without additional charges to the MDE or the State.

## **26. 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.

## **27. NO LIMITATION OF LIABILITY**

Nothing in this agreement shall be interpreted as excluding or limiting any tort liability of Contractor for harm caused by the intentional or reckless conduct of Contractor or for damages incurred through the negligent performance of duties by Contractor or the delivery of products that are defective due to negligent construction.

## **28. ORAL STATEMENTS**

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specification stated in this contract.

## **29. PAYMODE**

Payments by state agencies using the State's accounting system shall be made and remittance information provided electronically as directed by the State. These payments shall be deposited into the bank account of the Contractor's choice. The State may, at its sole discretion, require the Contractor to electronically submit invoices and supporting documentation at any time during the term of this Agreement. Contractor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.

## **30. 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 3-401 (Cost or Pricing Data) of the *Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations*.

## **31. 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>.

## **32. 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 qualification proposal.

## **33. REPRESENTATION REGARDING GRATUITIES**

The bidder, offeror, or Contractor represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 6-204 (Gratuities) of the *Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations*.

## **34. RIGHT TO AUDIT**

Contractor shall maintain such financial records and other records as may be prescribed by the MDE or by applicable federal and state laws, rules, and regulations. Contractor shall retain these records for a period of three years after final payment, or until they are audited by the MDE, whichever event occurs first. These records shall be made available during the

term of the contract and the subsequent three-year period for examination, transcription, and audit by the Mississippi State Auditor's Office, its designees, or other authorized bodies.

### **35. RIGHT TO INSPECT FACILITY**

The MDE may, at reasonable times, inspect the place of business of a Contractor or any subcontractor which is related to the performance of any contract awarded by the MDE.

### **36. SEVERABILITY**

If any part of this agreement is declared 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 provision in compliance with applicable law.

### **37. 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.

### **38. TERMINATION FOR CONVENIENCE**

- (1) **Termination.** The Agency Head or designee may, when the interests of the State so require, terminate this contract in whole or in part, for the convenience of the State. Agency Head or designee shall give written notice of the termination to Contractor specifying the part of the contract terminated and when termination becomes effective.
- (2) **Contractor's Obligations.** Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination Contractor will stop work to the extent specified. Contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. Contractor shall settle the liabilities and claims arising out of the termination of subcontractors and orders connected with the terminated work. The Agency Head or designee may direct Contractor to assign Contractor's right, title, and interest under terminated orders or subcontracts to the State. Contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

### **39. 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 days or any longer time specified in writing by the Agency Head or designee 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 Agency Head or designee, 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"). "Termination for Convenience." (As used in this Paragraph of this clause, the term "subcontractor" means subcontractor at any tier.)

- (5) **Erroneous Termination for Default.** If, after notice of termination of 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 such clause.
- (6) **Additional Rights and Remedies.** The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

#### **40. TERMINATION UPON BANKRUPTCY**

This contract may be terminated in whole or in part by the MDE upon 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.

#### **41. 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.

#### **42. 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 Ann. §§ 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.

**43. UNSATISFACTORY WORK**

If, at any time during the contract term, the service performed, or work done by Contractor is considered by the Agency to create a condition that threatens the health, safety, or welfare of the citizens and/or employees of the State of Mississippi, Contractor shall, on being notified by the Agency, immediately correct such deficient service or work. In the event Contractor fails, after notice, to correct the deficient service or work immediately, the Agency shall have the right to order the correction of the deficiency by separate contract or with its own resources at the expense of Contractor.

End of this page

## Appendix C - References

Client Name	
Contact Name and Title	
Contact Address	
Contact Telephone Number	
Email Address	
Type of work provided to the client	
Effective contract dates for the time frame services were/are being provided to client	

Client Name	
Contact Name and Title	
Contact Address	
Contact Telephone Number	
Email Address	
Type of work provided to the client	
Effective contract dates for the time frame services were/are being provided to the client	

Client Name	
Contact Name and Title	
Contact Address	
Contact Telephone Number	
Email Address	
Type of work provided to the client	
Effective contract dates for the time frame services were/are being provided to client	



## Appendix D - REFERENCE SCORE SHEET

**Applicant Name:**  
**Reference Name:**  
**Person Contacted, Title/Position:**  
**Date/Time Contacted:**  
**Service From/To Dates:**

Able to provide services when you called?	Yes	No
Satisfied with the services provided? If no, please explain.	Yes	No
Applicant easy to work with in scheduling services?	Yes	No
Was the service completed on time and within budget?	Yes	No
Applicant listened when issues were presented to resolve conflict? (If never had an issue, please check here ____.)	Yes	No
Would you hire them again?	Yes	No
Would you recommend them?	Yes	No

Potential applicant must have a minimum of 6 “yes” answers on the questions above from two references (total of 12 “yes” answers) to be considered responsible and to be considered.

**Score:** Pass/Fail

Do you have any business, professional or personal interest with the applicant? If yes, please explain.	Yes	No
---	-----	----

A “yes” to the above question may result in an automatic disqualification of the provided reference; therefore, resulting in a score of zero as responses to previous questions become null and void.

**Notes:** \_\_\_\_\_

\_\_\_\_\_

Program Director: \_\_\_\_\_  
Signature
Title
Date

## **Appendix E – ACKNOWLEDGEMENT OF AMENDMENTS**

The Question-and-Answer and any other amendment shall be signed, if issued. The Question-and-Answer amendment will be posted on the MDE [website](#) under “Public” RFP/RFQ/RFA/Invitation to Bid section. It is the sole responsibility of all interested vendors to monitor the MDE website for updates regarding any amendments to the solicitations.

## Appendix F – ASSURANCES AND CERTIFICATION

**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.

**REPRESENTATION REGARDING GRATUITIES:** The bidder, offeror, or Contractor represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 6-204 (Gratuities) of the Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations. 3.

**CERTIFICATION OF INDEPENDENT PRICE DETERMINATION:** 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 prices bid.

**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 not retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract.

**NON-DEBARMENT:** This certification is a material representation of fact relied upon by the Contracting Agencies. If it is later determined that the Contractor did not comply with 2 C.F.R. part 180, subpart C, and 2 C.F.R. part 3000, subpart C, in addition to remedies available to DFA and other Contracting Agencies, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

*I make the following certifications and assurances as a required element of this submission to which it is attached. The understanding that the truthfulness of the facts affirmed here and the continued compliance with these requirements are conditions precedent to the award or continuation of the related contract(s).*

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

*Modifications or additions to any portion of this document may be cause for rejection of the bid*

## Appendix G – AGENCY CONTRACTS

The prospective contractor represents as a part of **the Mississippi Seal of Biliteracy Proficiency Assessments** that the contractor **does ( )** or **does not ( )** have a current contract with the Mississippi Department of Education.

*The MDE has the right to review and align solicited services with a contractor's current awarded contract for services to ensure conflicts and/or limitations do not exist. If conflicts and/or limitations exist, the MDE, at its discretion, may reject the Offeror's proposal, and the Offeror will not be considered for an award for this solicited service.*

Potential contractors are required to provide a listing of each executed contract or contract applied. Please provide the following:

Program Office Name	
Contract Service	
Contract Amount	
Contract Dates of Service	

Program Office Name	
Contract Service	
Contract Amount	
Contract Dates of Service	

## Appendix H – NOTICE OF INTENT



All offerors planning to apply should submit a Notice of Intent to Apply. **The Notice of Intent to Apply should be received by Friday, June 6, 2025, deadline.** The Notice of Intent to Apply is **not** required to apply, but may be necessary to assist the MDE in planning purposes and preparation for proposal scoring. Please send via email to [el-worldlanguages@mdek12.org](mailto:el-worldlanguages@mdek12.org)

This notice confirms that my organization is interested in applying for the Mississippi Seal of Biliteracy Proficiency Assessments Request for Qualifications and intends to submit a proposal by the deadline date above.

Offeror/Fiscal Agent Name \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Email \_\_\_\_\_

Phone \_\_\_\_\_

Sincerely,

\_\_\_\_\_  
**Authorized Signature**

\_\_\_\_\_  
**Title of Authorized Person**