

REQUEST FOR QUALIFICATIONS



Dyslexia Screener Request for Qualifications

The list of MDE approved Dyslexia screeners will be posted on the MDE Dyslexia webpage on **August 25, 2025**. School Districts are required to select a Dyslexia screener from the MDE approved list. Offers must agree to a complete product demonstration upon request of the MDE.

Submission Deadline Date: **June 19, 2025, by 2:00 pm**

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SECTION 1. INTRODUCTION AND OVERVIEW

1.1 Purpose and Goals

The Mississippi Department of Education (MDE) Office of Elementary Education and Reading, Bureau of Intervention Services, issues this Request for Qualifications to solicit offers from qualified, experienced, and responsible sound Offerors to provide Dyslexia Screeners. Proposing vendors must have the proven ability to perform all core services requested in this solicitation. A more detailed listing of services is contained in the **Scope of Services (2.1)**.

This solicitation 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](#).

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](#) under “Public Notice” [No-Cost Contract Bid Opportunities](#). It is the sole responsibility of all interested vendors to monitor the website for updates regarding this procurement.

In accordance with Mississippi Code 37-173-15, each local school board shall adopt a policy to ensure that students will be screened by a screener approved by the State Board of Education in the spring of kindergarten and the fall of first grade. The MDE will provide a list of approved screeners to identify children who may be at risk for dyslexia.

SECTION 2. PLAN TO ACHIEVE THE SCOPE OF SERVICES

This section contains information on services and requirements the Vendor must provide. 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 plan is required to respond to this solicitation to describe how the Offeror will implement and achieve the services required.

Vendors must work with districts to ensure that testing and reports are provided within the deadline requirements of the school district and in accordance with State requirements.

The vendor is expected to provide the following:

2.1 Screener Overview

2.1.1 A narrative providing an overview of the screener

2.1.2 The required time for administration

2.1.3 Instructions for the screening process

2.1.4 Description of the individual component

2.1.5 Cost of the screener - Offeror will provide test fees to the participating school/district including cost of the screener per student

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2.2 Required Screening Components must be detailed for each component listed below:

2.2.1 Phonological awareness and phonemic awareness

2.2.2 Sound symbol recognition

2.2.3 Alphabet knowledge

2.2.4 Decoding skills

2.2.5 Encoding skills

2.2.6 Rapid naming

2.3 Screener Scoring Report must contain the following information:

2.3.1 A pass/fail rating for each component screened. Offeror will provide a description of the rubrics used to assign ratings, including evidence that they are tied to.

2.3.2 An overall pass/fail rating for each student screened

2.3.3 Description and meaning of individual component scores

2.3.4 Description and meaning of overall scores - Offeror will provide a description of the rating process, including how the screener will be rated and by whom.

2.3.5 Student results and reports must be provided in a timely manner for the MDE, districts, schools, and parents.

2.3.6 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.

2.4 Developmental Appropriateness must have information that describes the grade level appropriateness:

2.4.1 The screener must be developmentally appropriate for the spring of kindergarten and the fall of first grade.

2.5 Reliability and Validity must contain the following information:

2.5.1 Evidence and explanation of the process used to determine the screener's reliability and validity.

Vendor agrees to notify the Office of Elementary Education and Reading, Bureau of Intervention Services if at any time changes are made to the selected and SBE approved dyslexia screeners, cost, or administration procedures so the proposed changes can be re-evaluated for continued selection on the SBE approved list of evidence-based interventions.

SECTION 3. REFERENCES

The Program Office staff or the Office of Procurement must be able to contact two (2) trade references within five (5) business days of proposal opening to ensure the Offeror is responsible. (See Appendix C)

1. List a minimum of three (3) clients, for whom your company has performed services similar to those requested in 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; and
 - c. Listing dates (beginning and end dates) your company provided services to the client if applicable.

SECTION 4. MINIMUM QUALIFICATIONS

The following minimum qualifications are mandatory. If, in the opinion of the MDE, the Offeror fails to prove that the proposing company meets any of these minimum qualifications, the proposal will be disqualified from further evaluation. It is the responsibility of the Offeror to submit a complete proposal on or before the submission deadline.

1. The Offeror must provide sufficient client detail to demonstrate it has significant experience in working with programs similar to the scope of this solicitation. For each client, please specify:
 - a. Client name, including contact person, title, location address, e-mail address, and phone number for the place of performance of the program.
2. The age of the Offeror's business and average number of employees for the past 2 years,
3. The abilities, qualifications, and experiences of all persons who would be assigned to provide the required services,
4. The required references as noted in Section 3,
5. The Offeror must provide a detailed plan describing how the scope of services will be planned, implemented, and achieved.
6. The Offeror shall provide all services directly related to this list from an office(s) located in the United States. Indicate your agreement with this requirement and identify any location(s) outside the State of Mississippi in which you propose to provide the services described in this solicitation.
7. Include in your responses the total number of years and the company's service experience.

4.1 Submission Requirements

For proposals that are shipped/mailed, the proposal shall be submitted in one (1) original notebook binder using the Required Format in the section below. For proposals that are submitted to the academicinterventions@mdek12.org address, the proposal shall be submitted using the Required Format in the section below.

Each page of the proposal must be numbered. Multiple page attachments and samples should be numbered internally within each document and not necessarily 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 easy to locate.

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:

1. COVER PAGE Proposal Cover Sheet (Appendix A)

2. COMPONENT 1 – PLAN OF ACTION

Tab 1 – Overview/Work Plan

- Shall provide clear, concise, detailed plan of action to encompass the minimum qualifications, narrative, implementation, time for administration, instructions for screening, deliverables, description of individual components, cost of the screener, 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 submission and will not be considered for an award.

3. COMPONENT 2 – SCREENER

This section shall incorporate sections related to assessment (2.2 – 2.5)

Tab 2 – Required Screening Components

- Shall provide detailed description for each component assessed by the screener: phonological awareness and phonemic awareness, sound symbol recognition, alphabet knowledge, decoding skills, encoding skills, rapid naming.

Tab 3 – Assessment Scoring and Reporting

- Shall provide a pass/fail rating for each component screened with a description of the rubrics used to assign ratings, an overall pass/fail rating for each student screened with a description and meaning of individual component scores, description and meaning of overall scores including how the screener will be rated and by whom, timeline needed for student reports to be made available, information that describes spring of kindergarten and fall of first grade level appropriateness, and evidence and explanation of the process used to determine the screener reliability and validity.

4. COMPONENT 3 – OTHER

Tab 4 – Any additional relevant information (not to exceed five (5) pages).

Tab 5 – Required forms and attachments.

- b. 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), shall be labeled CONFIDENTIAL, and shall redact the confidential or trade information only.

If the proposal content is not labeled CONFIDENTIAL, the MDE shall consider the entire Proposal to be public record. Confidential information must be redacted, and the Offeror shall provide specific statutory authority for the exemption. 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 program cannot be deemed confidential.

Modifications or additions to any portion of the procurement document may be a cause for 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 the proposal's acceptance, the MDE may request the Offeror to withdraw or modify those portions of the proposal deemed non-responsive that do not affect 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. (See Section 4(a)) Failure to provide all requested information and in the required format may result in 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.

4.2 Proposal Submission Period

A signed proposal packet shall be submitted via academicintervention@mdek12.org no later than **June 19, 2025, 2:00 PM Central Standard Time (CST).**

OR

An original signed proposal packet shall be shipped/mailed and received in a sealed envelope at the MDE no later than **June 19, 2025, 2:00 PM Central Standard Time (CST).** Shipping instructions are provided below:

**MATHIS SHERIFF
Office of Elementary Education and Reading, Intervention Services
The Mississippi Department of Education
RFQ-Dyslexia Screener
359 North West Street
Jackson, Mississippi 39201**

Timely submission of the proposal package is the sole responsibility of the Offeror. It is suggested that if the proposal is shipped to the MDE, it should be tracked to require an MDE mailroom staff signature and request a return receipt/notice with signature. *Any proposal shipped or mailed **MUST** be verified, date and time stamped, and recorded by an **MDE mailroom staff**.* The time and date of the receipt will be indicated on the sealed proposal envelope or package by the MDE mailroom staff. The only acceptable evidence to establish the time of receipt at the MDE will be identified by the time and date stamp of the MDE mailroom staff on the proposal wrapper or other documentary evidence of receipt used by the mailroom.

Packages that are received in person by the offeror or a representative will NOT be opened. Packages received by shipping/mail without the appropriate acceptance by the MDE mailroom staff or are received and recorded AFTER the submission deadline will NOT be considered for an award.

The MDE will not be responsible for delivery delays or lost packets. All risk of late arrival due to unanticipated delays – whether delivered by USPS, courier or other delivery service or method – is entirely on the Offeror. All Offerors are urged to take the possibility of delay into account when submitting the proposal and submit the packet via academicintervention@mdek12.org. The Offeror shall be notified as soon as practicable if their proposal was rejected and the reason for such rejection.

4.3 Important Tentative Dates

May 12 and 19, 2025	Email and Post Advertisement
May 29, 2025	Deadline to submit questions and request for clarification by 5:00 PM CST
June 4, 2025	Responses to questions and request for clarification posted
June 19, 2025	Proposal submission deadline by 2:00 PM CST
June 20 – July 10, 2025	Reviews
July 14, 2025	Anticipated Date of the Notice of Intent to Award
August 21, 2025	State Board of Education (SBE) Meeting
August 21, 2025	State Board Approval effective date

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

4.4 Questions and Answers

Questions must be submitted to academicintervention@mdek12.org and must be received no later than **May 29, 2025, by 5:00 PM CST**, to ensure a response by the MDE. Responses to questions will be posted to the MDE website under “Public Notice” [No-Cost Contract Bid Opportunities](#) section as an amendment to the solicitation on **June 4, 2025**. Questions received after **the deadline** will not be considered for response. It is the Offeror’s sole responsibility to regularly monitor the website for amendments and/or announcements concerning this solicitation.

4.5 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 to the MDE website under “Public Notice” [No-Cost Contract Bid Opportunities](#) 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.

4.6 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.

4.7 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.

4.8 Registration with 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 or Program Office that it has been awarded an approval by the State Board of Education.

4.9 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.

4.10 State Approval

It is understood that this program may require approval by the SBE/PPRB. If required and if this program is not approved, it is 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 the schedule is tentative.

SECTION 5. PROCUREMENT OF SERVICES

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 Section 4.4 - Questions and Answers. **Should it be determined that any Offeror has attempted to communicate or has communicated with any MDE employee outside of the Office of Elementary Education and Reading, Bureau of Intervention Services regarding this solicitation, the MDE, at its discretion, may disqualify the Offeror from submitting a proposal in response to this SOLICITATION.**

5.2 Acceptance of Proposals

After receipt of the proposals, the MDE reserves the right to award based on the terms, conditions, premises of the solicitation, and the proposal of 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 providing 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 requirements should the Offeror be awarded.

The MDE reserves the right to exclude any and all non-responsive proposals from any consideration for award. The MDE shall award 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.

5.3 Disposition of Proposal

The proposal submitted by the successful Offeror shall be incorporated into and become part of the resulting approved list. 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.

5.4 Modification or Withdrawal of a Proposal

Prior to the proposal's 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 submit 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 proposal submission deadline.

5.5 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 the 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 procedures as required;
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 product 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 procurement file;
10. The Offeror has filed business bankruptcy, been implicated in fraud and/or been debarred within the past seven (7) years;
11. The Offeror did not perform prior MDE services in an honorable and/or proper like manner;
12. The Offeror currently indebted to the State;
13. Objection with the Standard Terms and Conditions; or
14. In person delivery of proposal.

5.6 Corrections and Clarifications

The MDE reserves the right to request clarifications or corrections to proposals. Any proposal received which does not meet any of the requirements of this solicitation, including clarification or correction requests, may be considered non-responsive and eliminated from further consideration.

5.7 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 85. 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 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 procurement officer 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. Production/Detailed Service Plan;
6. Resumes for Key Personnel;
7. References;
8. Cost Data; and
9. Signed Acknowledgment of Amendments (if applicable).

Failure to comply with these requirements shall 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:

1. Screener Overview (Weight/Value – 20%)
 - Narrative providing an overview of the screener
 - Required time for administration
 - Timeline for Screener Results
 - Instructions for the screening process
 - Screener Administration (Computer-based or Manual)
 - Description of the individual component
 - Cost of the screener
2. Required Screening Components (Weight/Value – 20%)
 - Phonological awareness and phonemic awareness
 - Sound symbol recognition
 - Alphabet knowledge
 - Decoding skills
 - Encoding skills
 - Rapid naming
3. Screener Scoring Report (Weight/Value – 20%)
 - Pass/fail rating for each component screened
 - Overall pass/fail rating for each student screened
 - Description and meaning of individual component scores
 - Description and meaning of overall scores
 - Results and reports must be provided in a timely manner
 - Time range needed from the date of assessment to the date report results will be available and reported
4. Developmental Appropriateness (Weight/Value – 20%)
 - Screener is developmentally appropriate for spring of kindergarten and the fall of first grade
5. Reliability and Validity (Weight/Value – 20%)
 - Evidence of and the process used to determine the screener's reliability and validity

Upon completion of the Analysis Phase, the evaluation committee will review, share, and compare numerical scores to determine if a finalist will move to the presentation process. If presentations are not included within this solicitation, the finalists with a minimum score of 85 or above will move on to the next phase after the Analysis Phase.

Upon completion of the evaluation of proposals, the evaluation committee will determine the top scoring proposals, and the Program Office will make a recommendation to the SBE as to the proposals deemed most advantageous to the State and to authorize the issuance of an Intent to Award notification to the selected vendors and authorize negotiations with the selected vendor, if applicable. Subsequent to authorization by the Board, all participating vendors will be notified in writing of the award.

SECTION 6. AWARD

This is a five (5) year multi-term contract that will be awarded and will not exceed a five (5) year period (through 2030). Each year of the award will be contingent upon proper implementation and completion of services and no substantive changes of the screener since the most recent approval. The procurement of these services is on behalf of the Mississippi school districts for

purchase. **School districts are responsible for making payments for all services provided.**

All vendors awarded under this solicitation may submit additional screeners 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 proposals November through March to introduce new assessments or a new proposal to the MDE to evaluate, select, and be considered for adding additional assessments.

It is the Offeror's sole responsibility to regularly monitor the MDE website under "Public Notice" [No-Cost Contract Bid Opportunities](#) section for amendments and/or announcements concerning this five (5) year solicitation.

Each approved vendor will be responsible for all contracts with individual school districts. The contracts between an approved vendor and school district shall not contradict the terms and requirements set forth in this RFQ. Selection denotes eligibility only. No contract with the school district is implied by eligibility selection. Changes made to legislation, MDE policy, SBE policy, federal or state law impacting the need and/or requirements for the above-listed screeners may affect the approved vendor's future eligibility

Vendor qualifications will be reviewed and evaluated to ensure that offerors meet the criteria specified in the scope of work and contractor's requirements. After evaluation, vendors shall be contacted, and the State Approved Vendor List of providers may be updated accordingly.

NOTE: If a vendor is selected, the vendor's information will be added to the State Approved Vendor List.

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 offeror to ensure quality control
- Review and approve timeframes and work plans
- Provide available information to assist the offeror
- Provide Scope of Work to Offeror
- Provide Calendar of Events to Offeror

6.3 Management Responsibilities of Personnel and Administration

Except where expressly provided otherwise herein, each party shall bear its own cost incurred in performing its responsibilities hereunder. The offeror shall provide one person who shall be responsible for all activities required to fulfill said program. This individual shall be invested with the authority to make decisions and commitments on behalf of the offeror's 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 parties necessary to resolve unanticipated issues or requirements that might occur 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 termination of the approved list and/or may result in 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. The 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 from his/her employer whereby the public employer acknowledges that it is aware of its employee working for the MDE.

6.6 Termination in Event of Employment

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

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 the 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 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 negotiation.
- 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.

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 Contractor for a period of three (3) years after final payment under this agreement, unless the MDE authorizes their earlier disposition. Contractor agrees to refund to the MDE any overpayment disclosed by any such audit. However, if any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of 3-year period, the records shall be retained until completion of the action and resolution of all issues which arise from it.

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 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 have never been convicted or pled guilty or entered a plea of nolo contendere to a felony in any court of the state of Mississippi, another state, or in federal court in which public funds were unlawfully taken, obtained or misappropriated in the abuse or misuse of any office or employment or money coming into its hands by virtue of any office or employment. Contractor and/or its employees agree 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, 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

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

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 the MDE pursuant to this agreement and designated by 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 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 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 Contractor. If the MDE reasonably rejects staff or subcontractors, 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 throughout 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 claims 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 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 both.
- (3) 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 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 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, 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 Contractor's choice. The State may, at its sole discretion, require 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 packet.

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 an 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 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.

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 Chief Procurement Officer may, when the interests of the State so require, terminate this contract in whole or in part, for the convenience of the State. Chief Procurement Officer shall give written notice of the termination to Contractor specifying the part of the contract terminated and when termination becomes effective.

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 Chief Procurement Officer 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 Chief Procurement Officer 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 Chief Procurement Officer 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 Chief Procurement Officer may procure similar supplies or services in a manner and upon terms deemed appropriate by the Chief Procurement Officer. Contractor shall continue the 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.

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

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 Chief Procurement Officer deems to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders and to reimburse the MDE for the excess costs incurred in procuring similar goods and services.

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 Chief Procurement Officer 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 Chief Procurement Officer 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).

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 MDE, be the same as if the notice of termination had been issued pursuant to such clause.

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](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.

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Appendix C - References

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

Appendix D – ACKNOWLEDGEMENT OF AMENDMENTS

The Question-and-Answer amendment shall be signed, if issued. The Question-and-Answer amendment will be posted on the MDE [website](#) under “Public Notice” [No-Cost Contract Bid Opportunities](#) section. It is the sole responsibility of all interested vendors to monitor the MDE website for updates regarding any amendments to the solicitations.

Appendix E – CONTINGENT FEE

The prospective offeror represents as a part of such proposal that such offeror **has () or has not ()** retained any person or agency on a percentage, commission, or other contingent arrangement to secure this award.

Signature

Date

Note: Provide signature and check the applicable word or words required.

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