

# REQUEST FOR PROPOSAL



MISSISSIPPI  
DEPARTMENT OF  
EDUCATION

## **Whole Child Development Kindergarten Readiness Assessment Screener**

**Submission Deadline Date: April 29, 2026**

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## SECTION I

### GENERAL OVERVIEW AND BACKGROUND

#### 1.1 Purpose and Goals

The Mississippi Department of Education (MDE) Office of Early Childhood Education issues this Request for Proposals to solicit offers from qualified, experienced, responsible and financially sound Offerors to provide a Whole Child Development Kindergarten Readiness Assessment/Screening (WCDKRA/S) as part of an annual evaluation to assess the effectiveness of pre-kindergarten (pre-k) classrooms. Proposing Offerors must have the proven ability to perform all core services requested in this solicitation. A more detailed listing of services is contained in the **Technical Requirements (Section III)**.

All contract awards are at the discretion of the State Board of Education (SBE). The contract will be awarded for a project period of up to five (5) years. Each year of the contract will be reviewed to ensure services will be continued annually and shall be contingent upon successful completion of the services in the preceding year's contract, availability of funding and a performance-based evaluation. . This solicitation and any resulting contract(s) shall be governed by the applicable provisions of the State Board of Education Contract Policies and if required, the *MS Information Technology Services Board*. The *MS Department of Information Technology Services (ITS) Procurement Handbook*, a copy of which is available at 3771 Eastwood Dr, Jackson, MS 39211 for inspection or visit [ITS Procurement Handbook](#). The contract Standard Terms and Conditions has been included as Exhibit G for your review and acceptance. 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.

A copy of this solicitation, including all exhibits and any subsequent amendments, including the Question-and-Answer amendment, if issued, will be posted on the MDE [website](#) under MDE Bid Announcements. It is the sole responsibility of all interested offerors to monitor the website for updates regarding this procurement.

## SECTION II

### OFFEROR INFORMATION

The objective of the Offeror Information section of this RFP is to provide Offerors with information required to successfully respond to the RFP.

#### 2.1 Interchangeable Designations

The terms "Offeror" and "Contractor" are referenced throughout this RFP. Generally, references to the "Offeror" are used in conjunction with the proposing organization and procurement process leading up to the final RFP selection and award. The term "Contractor" denotes the role assumed, post-award, by the winning Offeror. Additionally, the terms "State of Mississippi," "State" or "the MDE" may be used interchangeably throughout this RFP to denote the political entity issuing the RFP and requesting responses from Offerors throughout these specifications. References to a specific agency, institution or other political entity represent the client or customer on whose behalf the MDE is issuing the RFP.

## 2.2 Offeror's Responsibility to Examine RFP

Offerors must examine all documents, forms, specifications, standard provisions, and instructions.

## 2.3 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.

The Offeror must provide the following information in the **Minimum Qualification Section**:

- By submitting a proposal, the Offeror must provide the *MS Secretary of State's Certificate of Good Standing* as evidence and proof to certify that the offeror is registered to do business in the State of Mississippi as prescribed by Mississippi law. The name under which the proposal is submitted must exactly match the legal business name or registered fictitious name (DBA) as listed with the Mississippi Secretary of State's Office, including associated business details such as address and status.
- The age of the Offeror's business and average number of employees for the past number (#) years,
- Offerors must list their principals, parent organizations, and subsidiary organizations in their proposal or qualification. Principals shall include founder, investors, owner, co-owners, CEO, Chief, and all executive level employees.
- The vendor must specify the organization's size in terms of the number of full-time employees, the number of contract personnel used at any one time, the number of offices and their locations, and its structure (for example, state, national or international organization).
- The abilities, qualifications, and experiences of all persons who would be assigned to provide the required services,
- The Offeror shall provide all services directly related to this contract from an office(s) located in the United States including U.S-based customer support. 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.
- The Offeror must provide an introduction and general description of its company's background and years, include in your responses the total number of years in business and the company's experience related to the scope of work. The vendor must have provided such solutions for at least three years.
- If federal funds are allocated for payment, the Offeror must verify its business is not debarred.
- The Offeror must agree to secure a performance bond for 100% of the awarded annual contract amount. The original performance bond is due within ten (10) days of execution of the contract and prior to commencement of services. For multi-year awards, a performance bond is due to the program office contact each year prior to the commencement of services. The performance bond shall not be waived or negotiated.

- The Offeror must be capable of and have previous experience in implementing Whole Child Development Kindergarten Readiness Assessment/Screening Solutions of similar size and scope. At least three (3) vendor references must substantiate this experience.

**2.4 Communication with State**

Questions must be submitted to [TechnologyQnR@mdek12.org](mailto:TechnologyQnR@mdek12.org) and must be received no later than **Friday, April, 10, 2026 by 2:00 PM CST**, to ensure a response by the MDE. Responses to questions will be posted to the MDE website at <https://mdek12.org/procurement/rfp/> under the MDE Bid Announcements as an amendment to the solicitation on **Wednesday, April 15, 2026**. Questions received after the deadline shall not be considered. It is the Offeror’s sole responsibility to regularly monitor the website for amendments and/or announcements concerning this solicitation.

Offerors may request additional information or clarifications to this RFP using the following procedure:

Offerors must clearly identify the specified paragraph(s) in the RFP that is in question. The following table should be used to format Offeror questions.

| Question | RFP item | RFP page | Offeror Question |
|----------|----------|----------|------------------|
| 1)       |          |          |                  |
| 2)       |          |          |                  |
| 3)       |          |          |                  |
| 4)       |          |          |                  |
| 5)       |          |          |                  |

**2.5 Acknowledgement 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 at <https://mdek12.org/procurement/rfp/> under the MDE Bid Announcements. Offerors must acknowledge receipt of any amendment to the solicitation by signing and returning the amendment acknowledgment form. 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 Offeror’s sole responsibility to monitor the MDE website or emails for amendments to this solicitation.

**2.6 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.

**2.7 State Approval**

It is understood that this contract may require approval by the SBE/ITS. If required and if this contract 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.

## **2.8 Mississippi PERS Retirees**

Mississippi state retirees are required to complete a PERS Form as mandatory by Mississippi Code Annotated § 25-11-127. Upon notifying Offeror of an award, the MDE will submit a completed PERS Form to the PERS Office for processing.

## **2.9 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.

## **2.10 Expenses Incurred In The Procurement Process**

All parties participating in the procurement process with regard to this solicitation shall bear their own costs for participation.

## **2.11 Price Certification**

Any Offeror submitting a response to this solicitation agrees and certifies that it will honor its pricing and all terms and conditions herein for the duration of the contract term described in this solicitation. By submitting a response.

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

The MDE specifically reserves the right to reject in whole or in part for proposals received in response to the solicitation, cancel the solicitation in its entirety, or issue another solicitation when in the best interest of the MDE.

## **2.13 Proposal as Property of State**

All written proposals material become the property of the State of Mississippi.

## **2.14 Offeror's Responsibility for Delivery**

Offerors must ensure, through reasonable and sufficient follow-up, proper compliance with, and fulfillment of all schedules and deliverables specified within the body of this RFP. The State shall not be responsible for the failure of any delivery medium for submission of information to or from the Offeror, including but not limited to, public and private carriers, U.S. mail, Internet Service Providers, facsimile, or e-mail.

## **2.15 Multiple Awards**

The MDE reserves the right to make multiple awards.

## **2.16 Contract and Property Rights**

Contract rights do not vest in any party until a contract is legally executed. The MDE is under no obligation to award a contract following the issuance of this solicitation.

Property rights do not inure to any Offeror until such time as services have been provided under a legally executed contract. No party responding to this RFP has a legitimate claim of entitlement to be

awarded a contract or to the provision of work thereunder. The MDE is under no obligation to award a contract and may terminate a legally executed contract at any time.

### **2.17 Right to Use Proposals in Future Projects**

The State reserves the right to evaluate the awarded proposal from this RFP, including all products and services proposed therein, along with the resulting contractual terms, for possible use in future projects if (a) it is deemed to be in the best interest of the State to do so; and (b) the Offeror is willing to extend a cost less than or equal to that specified in the awarded proposal and resulting contract. A decision concerning the utilization of an Offeror's proposal for future projects is solely at the discretion of the State and requires the agreement of the proposing Offeror. The State's decision to reuse an awarded proposal will be based upon such criteria as: (1) the customer's business requirements; (2) elapsed time since the award of the original project; and/or (3) research on changes in the Offeror, market, and technical environments since the initial award.

### **2.18 Right to Use Proposals in Future Projects by Entities Outside Mississippi**

The State reserves the right to offer the awarded proposal from this RFP, including all products and services proposed therein, along with the resulting contractual terms, for possible use in future projects by governmental entities outside Mississippi (i.e., "piggyback option"), if (a) it is deemed to be in the best interest of the governmental entity desiring to do so; and (b) the Offeror is willing to extend a cost less than or equal to that specified in the awarded proposal and resulting contract. A decision concerning the utilization of an Offeror's proposal for future projects outside Mississippi is solely at the discretion of the State and requires the desire of the governmental entity outside Mississippi and the agreement of the proposing Offeror. The State's decision to consent to the reuse of an awarded proposal outside Mississippi will be based upon such criteria as: (1) the governmental entity's business requirements; (2) elapsed time since the award of the original project; and/or (3) research on changes in the Offeror, market, and technical environments since the initial award.

### **2.19 Right to Request Information**

The State reserves the right to request information relative to an Offeror's references and financial status and to visit a Offeror's facilities during normal working hours. The State also reserves the right to request a current financial statement, prepared and certified by an independent auditing firm, and reserves the right to require that Offerors document their financial ability to provide the products and services proposed up to the total dollar amount of the Offeror's cost proposal. The State reserves the right to request information about the Offeror from any previous customer of the Offeror of whom the State is aware, even if that customer is not included in the Offeror's list of references.

### **2.20 Offeror Personnel**

For RFPs including professional services specifications, the Offeror shall be required to provide and/or certify the following for each individual included in the Offeror's proposal.

- A direct telephone number at which the individual may be contacted for a telephone interview. The State will pay toll charges in the continental United States. The Offeror must arrange a toll-free number for all other calls.
- That, if onsite interviews are required, the individual can be at the specified location in Mississippi within the timeframe specified. All costs associated with onsite interviews will be the responsibility of the Offeror.

- That the individual is proficient in spoken and written English.
- That the individual is a U.S. citizen or that the individual meets and will maintain employment eligibility requirements in compliance with all United States Citizenship and Immigration Services (USCIS) regulations. The Offeror shall provide evidence of identification and employment eligibility prior to the award of a contract that includes any personnel who are not U. S. citizens.
- That the personnel assigned to a project will remain a part of the project throughout the duration of the contract as long as the personnel are employed by the Offeror, unless replaced by the Offeror at the request of the State. This requirement includes the responsibility for ensuring all non-citizens maintain current USCIS eligibility throughout the duration of the contract.

### **2.21 Offeror Imposed Constraints**

The Offeror must specifically document what limitations, if any, exist in working with any other Contractor acting in the capacity of the State’s business partner, subcontractor or agent who may be managing any present or future projects; performing quality assurance; integrating the Offeror’s software; and/or providing web hosting, hardware, networking or other processing services on the State’s behalf. The project relationship may be based on roles as either equal peers; supervisory – subordinate; or subordinate – supervisory, as determined by the State. The State recognizes that the Offeror may have trade secrets, intellectual property and/or business relationships that may be subject to its corporate policies or agreements. The State must understand these issues in order to decide to what degree they may impact the State’s ability to conduct business for this project. These considerations will be incorporated accordingly into the proposal’s evaluation and selection process. The understanding reached between the Offeror and the State regarding this business relationship precludes the Offeror from imposing any subsequent limitations of this type in future project undertakings by the State.

### **2.22 Restriction on Advertising**

The Offeror must receive written approval from the State before advertising or referencing the award of the contract or the services being provided. The Offeror must agree not to refer to awards in commercial advertising in such a manner as to state or imply that the firm or its services are endorsed or preferred by the State of Mississippi.

### **2.23 Rights Reserved to Use Existing Product Contracts**

The State reserves the right on turnkey projects to secure certain products from other existing the MDE contracts if it is in its best interest to do so. If this option is exercised, then the awarded Offeror must be willing to integrate the acquisition and implementation of such products within the schedule and system under contract.

### **2.24 Additional Information to be Included**

In addition to answering each specification within this RFP, the Offeror must include complete product/service information, including product pictorials and technical/descriptive literature relative to any product/service offered with the proposal. Information submitted must be sufficiently detailed to substantiate that the products/services offered meet or exceed specifications.

## **2.25 Valid Contract Required to Begin Work**

The successful Offeror shall not commence any billable work until a valid contract has been executed. Any work done by the successful Offeror prior to the execution of the contract is done at the Offeror's sole risk. The State is under no obligation to pay for work done prior to the execution of a contract.

## **SECTION III**

### **TECHNICAL SPECIFICATIONS**

#### **3.1 Technical Requirements**

If any component(s) necessary for operation of the requested system is omitted from Offeror's proposal, Offeror must be willing to provide the component(s) at no additional cost. This includes, but is not limited to, all cabling, connectors, raceway, etc. necessary to render the configuration fully operational.

Certain items in the technical specifications of this RFP are marked **MANDATORY**. Offerors are specifically disallowed from taking exception to these mandatory requirements, and proposals that do not meet all mandatory requirements are subject to immediate disqualification.

The Mississippi Department of Education (MDE) is seeking a Commercial Off-the-Shelf (COTS) product to administer a Whole Child Development Kindergarten Readiness Assessment/Screening (WCDKRA/S) as part of an annual evaluation to assess the effectiveness of pre-kindergarten (pre-k) classrooms.

Schools providing services to pre-kindergarten aged children receive an annual evaluation to ensure the effectiveness of services on improving children's learning and well-being. Evaluation consists of two parts, readiness and monitoring.

MDE will use the WCDKRA/S to:

- a. Provide teachers with information to drive instruction;
- b. Identify need for additional screenings, including health screenings;
- c. Provide information to families; and
- d. Evaluate Kindergarten Readiness.

MDE will also use the WCDKRA/S to measure development and growth over time in the following areas:

- a. Social and emotional development;
- b. Language development;
- c. Cognition and general knowledge;
- d. Physical well-being and motor development; and
- e. Approaches to learning.

#### **A. Web Access**

- The solution must be web accessible to Customer staff and authorized system users. The

solution must provide a user account management interface that allows for password complexity polices and self-service password reset. User management activity should be logged and available for reporting. Logging should, at a minimum, provide details such as timestamp, user, IP and action performed.

- The solution must offer web portal access to credentialed users for customer defined functions. The portal must be intuitive and easy to navigate.
- The solution must be browser-neutral and compatible with the current and two preceding versions of common browsers, including Chrome, Microsoft Edge, Firefox, and Safari.
- The solution must be accessible to all end-user equipment, such as desktops, laptops, tablets, and other devices.
- The solution should be browser based and not require any additional downloads, plugins, or additional software (add-ons) (e.g. Java, Flash etc.) to access the proposed solution.

#### **B. Mobile Access**

- The solution must be accessible to iOS and Android mobile devices.
- The solution must incorporate mobile viewing for credentialed users. The solution must provide real-time data exchange with field devices having adequate access.

#### **C. User Interface and User Experience**

- The solution must allow for assessments to be completed in twenty (20) minutes or less. The solution must allow for assessments to be completed twice a year in the fall and spring to measure growth. The solution must be easy to use, with teachers able to administer assessments with minimal training.
- The solution must allow for scoring to be completed electronically or by hand. The solution must allow for assessments to be completed in multiple languages, at least English and Spanish.

#### **D. Functional/Technical**

- The solution must be reliable and valid for children living in different conditions, including, but not limited to:
  - a. High-poverty conditions
  - b. Rural locations
- The solution must be intended to measure development for children from child care, Head Start, and pre-kindergarten to kindergarten. The solution must allow growth and outcomes to be tracked over time. The solution must allow for family surveys and observation components. The solution must have an online data management system that houses all the student screening data for pre-kindergarten. The solution must inform teachers of development delays. The solution must inform teachers of the need for individualized instruction in the classroom.

#### **E. Workflow**

- The solution must accommodate configurable workflows and business rules that are common to best practice solutions, whether they are specified by this RFP. Solution business rules and workflows must allow multiple related triggers. The solution must provide configurable triggers that initiate events and/or data-driven workflow actions that result in automatic updates to targeted processes. The solution must provide configurable time standards that trigger, and route workflows based on multiple variables as defined by the Customer.
- The solution must allow authorized users to redirect workflows in response to circumstances that require temporary or permanent changes. The solution must automatically calculate workflow/task deadlines as determined by the Customer; this feature must be configurable. Workflow routing must accommodate, track, and report on due dates as defined by the Customer. The solution must simultaneously distribute tasks to relevant parties.
- The solution must display workflows in simple, graphic formats easily understood by system users. Workflow graphics must indicate the status of a work item in the workflow.
- The solution must allow workflows to be saved as templates that can be reused for other types of learning assessment activities. The solution must provide the ability to create and modify workflows using built-in administrative tools. Workflows must be capable of routing functional responsibilities to specific staff member work queues.
- Customer prefers drag-and-drop tools to configure workflows through a graphic user interface. Authorized Customer staff must be able to reassign and override workflow tasks as necessary to manage workloads, staffing, and processes.
- The solution must offer pre-configured workflows for processes common to a COTS solution for the Whole Child Development Kindergarten Readiness Assessment/ Screener activities.

#### **F. Reports and Dashboards**

- **MANDATORY:** The solution should allow for collaboration with the Office of Early Childhood Education (OEC) to design and deliver a statewide report comparing fall and spring assessment data by development domains across all sites.
- **MANDATORY:** The solution should allow for the comparison of results to age-appropriate benchmark and growth scores for early learning collaborative sites and other funded pre-kindergarten sites in the state.
- **MANDATORY:** This report should be developed in cooperation with OEC staff.
- The solution must include Rate of Readiness Reporting. This report must include the percentage of children that are ready for kindergarten or at the appropriate developmental level for their age. This report needs to be designed by MDE to list the children's scores by teacher at each site of the programs. Each site is differentiated by address.
- The solution must have easy-to-read and interpret, family-friendly reporting. The solution must include an instructional planning report for teachers. The solution must allow for data collected to be easily exported for ad hoc reporting. The solution must include reporting which allows for analysis of school or site-specific data. The solution must include reports that help identify needs for additional screening for developmental delays.

- The solution must offer pre-designed, standard reports related to best practices, whether they are specified by this RFP. The solution must accommodate the creation and modification of standard reporting templated defined by the Customer.
- The solution must accommodate user-defined reporting to create custom reports form all data elements for which the Customer requires tracking and reporting.
- The user-defined reporting tool must be intuitive and easy for the user to comprehend.
- The solution must provide the ability to save user generated reports under user profiles.
- The solution must allow authorized Customer staff to create their reports using an interface that does not require specialized knowledge of a third -party tool such as Crystal Reports.
- The solution must allow Customer Staff to create and save customized reports and queries.
- **MANDATORY:** The solution must provide ad hoc reports of all users with system access, including the level of access and the data/tie of last access.
- The solution must be capable of exporting reports into file formats, including PDF, MS Excel, and MS Word. The solution must provide dashboards that can be configured according to individual users' roles and preferences. The solution must provide configurable dashboards on throughput performance measures and system activities such as those determined by Customers, etc.
- The solution must provide configurable dashboards for users to manage open tasks.
- The solution must provide dashboard views that provide pertinent information related to workloads and tasks to assist in visualizing and prioritizing work. The solution must automatically generate reports on a configurable schedule and distribute them to selected users as determined by the Customer.

#### **G. Notifications and Alerts**

- The solution should auto-generate emails or notifications based on conditions and thresholds set by the Customer. The solution should provide email and correspondence templates for notification purposes. The solution should provide task management functions that issue alerts for pending, due, or past-due tasks. This function should interface with the dashboard function to give users a visual representation of their tasks' status. Task logs should reveal daily assigned tasks, task details, due dates, task status, and all other details pertinent to task management.

#### **H. Search Function**

- The solution should offer best practice, full-featured, configurable data search functions that can be scheduled to run automatically and because of an individual request from an authorized user.
- The solution should allow users to search by any indexable attribute required by the Customer.
- The solution should be able to search on all data elements and have full keyword search capability. The solution should be able to produce search results that represent the search

term and subtle variations of it. The solution should offer pre-defined searches common to Whole Child Development Kindergarten Readiness Assessment/Screening management activities.

- **MANDATORY:** Searches must be exportable or downloadable to common file formats such as Excel, PDF, XML, and CSV.
  - a. Users should be able to save frequently used searches for repeated use.
  - b. Users should be able to search by groupings or related matters such as outcomes, settlements, dispositions, etc.
  - c. Users should be able to search for items opened or closed during specific time frames.
  - d. Users should be able to search for upcoming events, deadlines, or other quantifiable parameters determined by the Customer.
- The solution should provide global search functionality. At a minimum, this function should allow a user to search for any data or combination of data in the system. The results should be presented in a prioritized structure determined by the relevance to the search criteria. All connected or relatable data based on the search criteria should be presented within the prioritized results.

#### **I. Document Management**

- The solution must offer a full-featured document management system (DMS) that accommodates generating, scanning, indexing, manipulating, and editing electronic documents. The solution should be able to upload documents in formats commonly accepted by the Customer processes. Common Customer document formats are All Microsoft Office formats, .pdf, and all photo formats, including JPEG, TIFF, GIF, and PNG.
- The solution must accommodate the printing and exporting of maintained and managed documents. The solution must allow users to upload and attach documents to targeted records. This must also apply to mobile users. Stored documents must be searchable by keywords, such as application, customer, parcel ID, address, and other indexed attributes. The solution must allow permission-based review and editing of documents in the document manager.

#### **J. Audit Functions**

- For tracking and audit purposes, the solution must assign unique identifiers to all users. The solution must timestamp all actions taken by users and reflect the activity in the audit trail. The solution must maintain an audit trail of data changes, including but not limited to previous and new values, change dates, and the identity of the person making the change.
- Audit trails must be accessible in real-time by authorized Customer staff. The solution must also be able to produce an audit trail of each user's historical security access changes.
- The base solution must offer common audit trail functions inherent to best practice solution and must, at a minimum, include:
  - a. Ability to audit based on activity type (view, modify);
  - b. Ability to set audit requirements based on data type or service type;
  - c. Ability to set audit retention schedule based on data type or service type;

- d. Ability to audit user activity, including but not limited to logins, logouts, and changes within a record;
- e. Ability to restrict access to auditing data;
- f. UI for query/search and reporting of audit data; and
- g. The ability for users to customize audit reports.

#### **K. Archival**

- **MANDATORY:** Per the Customer's retention schedule requirements, the solution must retain, in a non-proprietary format, a complete repository of all Whole Child Development Kindergarten Readiness Assessment/Screeners records, documents, and transactions for the current operating year and the five (5) years prior, or as specified by Customer.
- **MANDATORY:** Authorized Customer users must have access to all related archived records, documents, and transactions.

#### **L. Administrative Management**

- The base solution must offer administrative management features and functionality common to all best practice Whole Child Development Kindergarten Readiness Assessment/Screeners solutions, whether specified by this RFP.
- The proposed solution must provide configurable, role-based administrative tools and controls.
- The solution must assign a unique name and number to identify and track user identity. The solution must allow authorized users to set security and permissions by user or user group, including customized access permissions.
- The proposed solution must accommodate common administrative functions such as creating and maintaining user accounts, backing up and restoring files, exporting files, generating reports, etc.
- Customer administrators must be able to use input workflows to test new and modified types of transactions (TOTs). The TOTs can be any of those ingested by or created as output by any other workflow.

#### **M. Training**

- The Offeror must be able to provide initial and ongoing training to system users.
- The Offeror must be able to provide Web-based training.
- The Offeror must provide a train-the-trainer session to the MDE. This session may be delivered either onsite or as Web-based training.
- The Offeror must have the ability to provide up to 32 hours of onsite training for the initial implementation. The Offeror must describe the proposed training plan to include class objectives, scope, length of each class, class size, and subject materials to be taught. The

Offeror must identify the costs associated with this requirement.

- The Offeror must have the ability to provide 16 hours of training for upgrades and or data interpretation at no additional cost.
- The Offeror will provide webinar training within 2-4 months from the start of the contract, containing an introduction, basic overview, and demonstration of the application.
- The Offeror must specify whether training will take place onsite, offsite, or online.
- The Offeror must specify the number of trainees.
- The Offeror must provide training tools and materials as needed to keep staff informed of updates, changes and new processes.
- The Offeror will create an online training module no later than 6 months prior to the start date of the contract, to be reviewed and approved by the State and made available to all users no later than the start date of the contract.
- The Offeror must furnish a training tutorial that will enable a new employee to perform system-related functions from day one of employment. This tutorial must take the employee through a stepwise introduction of each task necessary to perform any function of the system. The tutorial must be modified with each update the Offeror makes to their application software.

#### **N. Additional Requirements**

The MDE acknowledges that the specifications within this RFP are not exhaustive. Rather, they reflect the known requirements that must be met by the proposed system. Offerors must specify what additional components/materials may be needed and are proposed in order to complete each configuration. The Offeror must include websites, codes, and/or additional information/materials that will aid in evaluation of the response.

#### **3.2 How to Respond To Requirements**

- Mandatory requirements are those classified and marked “**MANDATORY**”. Meeting a mandatory requirement means the offeror has provided a detailed response that demonstrates that the offeror meets the qualifications and experience required and/or the requested functionality exists in the base solution at the time of proposal submission.
- The Offeror must respond with “**WILL COMPLY**” or “**EXCEPTION**” to each point in the section above. **In addition, this RFP requires detailed and specific responses to each point in the section above.** Failure to provide additional information will result in the Offeror receiving a lower score for that item, or, at the State’s sole discretion, being subject to disqualification.
- “**WILL COMPLY**” indicates that the Offeror will adhere to the requirement. This term is used to respond to statements that specify that an Offeror or Offeror’s proposed solution must comply with a specific item or must perform a certain task.

- If the Offeror cannot respond with “WILL COMPLY” then the Offeror must respond with “EXCEPTION.” (See Exhibit B, for additional instructions regarding Offeror exceptions.)
- Where an outline point asks a question or requests information, the Offeror must respond with the specific answer or information requested.
- In addition to the above, Offeror must provide explicit details as to the manner and degree to which the proposal meets or exceeds each specification.

## SECTION IV

### EVALUATION & AWARD INFORMATION

#### 4.1 Proposal Evaluation

The evaluation will be conducted in **three (3)** stages as follows:

##### **Stage 1 – Selection of Responsive/Valid Proposals**

Each proposal will be reviewed to determine if it is sufficiently responsive to the RFP requirements to permit a complete evaluation. A responsive proposal must comply with the instructions stated in this RFP with regard to content, organization/format, the Offeror’s experience, number of copies, bond requirement, if applicable, and timely delivery, and must be responsive to all mandatory requirements. No evaluation points will be awarded in this stage. Failure to submit a complete proposal may result in rejection of the proposal.

##### **Stage 2 – Evaluation**

An Evaluation Team will review and evaluate all responsive proposals. All information provided by the Offerors, as well as any other information available to the evaluation team, will be used to evaluate the proposals. Each category included in the scoring mechanism is assigned a weight between 1 and 100. The sum of all categories equals 100 possible points. For the evaluation of this RFP, the Evaluation Team will use the following categories and possible points:

| <b>Category</b>                       | <b>Possible Points</b> |
|---------------------------------------|------------------------|
| Non-Cost Categories:                  |                        |
| Technical Requirements                |                        |
| A. Web Access                         | 10                     |
| B. Mobile Access                      | 2                      |
| C. User Interface and User Experience | 10                     |
| D. Functional/Technical               | 5                      |
| E. Workflow                           | 2                      |
| F. Reports and Dashboards             | 10                     |
| G. Notifications and Alerts           | 2                      |
| H. Search Function                    | 2                      |
| I. Document Management                | 2                      |
| J. Audit Functions                    | 5                      |
| K. Archival                           | 2                      |
| L. Administrative Management          | 2                      |

|                                |            |
|--------------------------------|------------|
| M. Training                    | 10         |
| N. Additional Requirements     | 1          |
| Total Non-Cost Points          | 65         |
| Cost                           | 35         |
| <b>Maximum Possible Points</b> | <b>100</b> |

### Stage 3 – Selection of the successful Vendor

#### On-site Demonstrations and Interviews

At the discretion of the State, evaluators may request interviews, on-site presentations, demonstrations or discussions with any and all Offerors for the purpose of system overview and/or clarification or amplification of information presented in any part of the proposal.

If requested, Offerors must be prepared to make demonstrations (on-site or virtual, at the sole discretion of the state) of system functionality and/or proposal clarifications to the evaluation team and its affiliates within seven calendar days of notification. Each presentation must be made by the project manager being proposed by the Offeror to oversee implementation of this project.

Proposed key team members must be present at the demonstration. The evaluation team reserves the right to interview the proposed key team members during this onsite visit.

Although demonstrations may be requested, the demonstration will not be allowed in lieu of a written proposal.

#### Site Visits

At the State’s option, Offerors that remain within a competitive range must be prepared to provide a reference site within seven calendar days of notification. If possible, the reference site should be in the Southeastern region of the United States. Offeror must list potential reference sites in the proposal.

**Final Quantitative Evaluation - Following any requested clarifications, presentations, demonstrations, and/or site visits, the Evaluation Team will re-evaluate any technical/functional scores as necessary. The technical/functional and cost scores will then be combined to determine the Offeror’s final score.**

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

## SECTION V

### LEGAL & CONTRACT PROVISIONS

The objective of the *Legal and Contractual Information* section is to provide Offerors with information required to complete a contract or agreement with the MDE successfully.

#### 5.1 Acknowledgment Precludes Later Exception

By signing the Submission Cover Sheet, the Offeror is contractually obligated to comply with all items in this RFP, including the Standard Contract included herein, except those specifically listed as exceptions on the Proposal Exception Summary Form. If no Proposal Exception Summary Form is included, the Offeror is indicating that they take no exceptions. Offerors who respond to this RFP by signing the Submission Cover Sheet are prohibited from taking later exceptions to any item in the RFP during contract negotiations. This acknowledgement also contractually obligates any and all subcontractors that may be proposed. No exceptions by subcontractors or separate terms and conditions will be entertained after the fact.

#### 5.2 Failure to Respond as Prescribed

Failure to respond as described in Section VI: *Proposal Submission Requirements* to any item in the sections and exhibits of this RFP, including the *Standard Contract* attached as Exhibit G, if applicable, shall contractually obligate the Offeror to comply with that item.

#### 5.3 Contract Documents

The MDE will be responsible for all document creation and editorial control over all contractual documentation related to each procurement project. The following documents will normally be included in all contracts between the MDE and the Offeror.

Contracts which have been signed by the Vendor and the MDE;

- The Proposal Exception Summary Form as accepted by the MDE
- Official written correspondence from the Vendor to MDE when clarifying the Vendor's proposal; and
- Official written correspondence from the MDE to the Vendor;
- The Vendor's proposal response to the MDE RFP.
- The MDE's Request for Proposal, including all addenda

#### 5.4 Order of Precedence

When a conflict arises regarding contract intent due to conflicting statements in documents included in the contract, the order of precedence of each document is as listed above unless modification of order is negotiated and agreed upon by both the MDE and the winning Vendor.

#### 5.5 Additional Contract Provisions

The contract will also include such additional provisions, which are not inconsistent or incompatible with the material terms of this RFP, as may be agreed upon by the parties. All of the foregoing shall be in such form and substance as prescribed by the State.

## 5.6 Contracting Agent by Law

The Executive Director of ITS is, by law, the purchasing and contracting agent for the State of Mississippi in the negotiation and execution of all contracts for the acquisition of computer and telecommunications equipment, systems, software, and services (Miss. Code Ann. §§ 25-53-1, et seq.). This solicitation is being issued by MDE under an exemption granted by ITS pursuant to Mississippi Code §25-53-5. Documentation of this exemption will be maintained in the procurement file.

## 5.7 Mandatory Legal Provisions

The State of Mississippi is self-insured; all requirements for the purchase of casualty or liability insurance are deleted. Any provisions disclaiming implied warranties shall be null and void. *See* Miss. Code Ann. §§11-7-18 and 75-2-719(4). The Vendor shall not disclaim the implied warranties of merchantability and fitness for a particular purpose, nor will the State waive any common law warranties to which they are entitled.

The Vendor shall have no limitation on liability for claims related to the following items.

- Infringement issues
  - Bodily injury
  - Death
  - Physical damage to tangible personal and/or real property
  - The intentional and willful misconduct or negligent acts of the Vendor and/or Vendor's employees or subcontractors
  - All requirements that the State pay interest (other than in connection with lease-purchase contracts not exceeding five years) are deleted.
- 
- Any contract negotiated under this RFP will be governed by and construed according to the laws of the State of Mississippi. The venue for the resolution of any dispute shall be Jackson, Hinds County, Mississippi.
  - Any contract negotiated under this RFP is cancelable in the event the funding authority does not have appropriate funds. Notice requirements to Vendor cannot exceed sixty (60) days.
  - The State of Mississippi does not waive its sovereign immunities or defenses as provided by law by entering into this contract with the Vendor, Vendor agents, subcontractors, or assignees.
  - The State will deliver payments to the Vendor within forty-five (45) days after receipt of invoice and receipt, inspection, and approval of Vendor's products/services. No late charges will exceed 1.5% per month on any unpaid balance from the expiration of said period until payment is delivered. *See* Miss. Code Ann. § 31-7-305. Seller understands and agrees that Purchaser is exempt from the payment of taxes.
  - The State shall not pay any attorney's fees, prejudgment interest or the cost of legal action to or for the Vendor.
  - The State shall not propose any prohibited technology as defined in the law (a) "Prohibited technology" means any information technology deemed to pose an unacceptable risk to the security of the United States and/or the State of Mississippi by Mississippi and/or federal law, regulation, or guidance.

- The State shall not submit to binding arbitration.

### **5.8 Approved Contract**

Award of Contract - A contract is considered to be awarded to a proposer once the proposer's offering has been approved through:

- Written notification made to proposers on the MDE letterhead, or
- Notification posted to the MDE website for the project, or
- CP-1 authorization executed for the project, or
- The MDE Board's approval of same during an open session of the Board.

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.

A contract is not deemed final until five (5) working days after either the award of contract or post procurement review, as stipulated in the ITS Protest Procedure and Policy. In the event of a valid protest, the State may, at its sole discretion, continue the procurement or stay the procurement in accordance with the ITS Protest Procedure and Policy. If the procurement is stayed, the contract is not deemed final until the protest is resolved.

### **5.9 Availability of Funds**

All contracts are subject to the availability of funds of the acquiring State entity and are contingent upon receipt by the winning Vendor of a purchase order from the acquiring State entity.

### **5.10 CP-1 Requirement**

All purchase orders issued for goods and services acquired from the awarded Vendor under this RFP must be encoded by the Customer agency with a CP-1 approval number assigned by ITS. This requirement does not apply to acquisitions that by policy have been delegated to State entities.

### **5.11 Requirement for Electronic Payment and Invoicing**

Payments to the awarded Vendor for all goods and services acquired under this RFP by state agencies that make payments through the Mississippi State Government's Enterprise Resource Planning (ERP) solution ("MAGIC") will be made electronically, via deposit to the bank account of the Vendor's choice. The awarded Vendor must enroll and be activated in PayMode™, the State's current vehicle for sending and receiving electronic payments, prior to receiving any payments from state agencies. There is no charge for a Vendor to enroll or receive payments via PayMode. For additional information on PayMode, including registration instructions, Vendors should visit the following website: <http://portal.paymode.com/ms/>. Vendors may also request assistance from the Mississippi Management and Reporting System (MMRS) Call Center regarding PayMode registration by contacting [mash@dfa.ms.gov](mailto:mash@dfa.ms.gov).

For state agencies that make payments through MAGIC, the awarded Vendor is required to submit electronically all invoices for goods and services acquired under this RFP, along with appropriate supporting documentation, as directed by the State.

### **5.12 Time for Negotiations**

All contractual issues must be successfully negotiated within fifteen (15) working days from the

Vendor's initial receipt of the project contract from the MDE, unless the MDE consents to extend the period. Failure to complete negotiations within the stated time period constitutes grounds for rejection of the Vendor's response to this RFP. The MDE may withdraw the proposal award and begin negotiations with the next ranked Vendor immediately or pursue any other option.

Negotiations shall be limited to items to which the Vendor has noted as exceptions on their Proposal Exception Summary Form, as well as any new items that the State may require. All contract changes requested by the Vendor related to such exceptions noted in Vendor's proposal shall be submitted three (3) working days prior to scheduled negotiations, unless the MDE consents to a different period.

### **5.13 Prime Contractor**

The selected Vendor will be designated the prime contractor in the proposal, and as such, shall be solely responsible for all products/services offered in the proposal and for the fulfillment of the contract with the State. In the event of a merger, name change, or buy out, the Offeror shall disclose information in the Cover Letter.

### **5.14 Sole Point of Contact**

The MDE will consider the selected Vendor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

The Vendor must acknowledge and agree that in matters of proposals, clarifications, negotiations, contracts and resolution of issues and/or disputes, the Vendor represents all contractors, third parties and/or subcontractors the Vendor has assembled for this project. The Vendor's commitments are binding on all such parties and consequently the State is only required to negotiate with the Vendor.

Furthermore, the Vendor acknowledges and agrees to pass all rights and/or services related to all general consulting, services leasing, software licensing, warranties, hardware maintenance and/or software support to the State from any contractor, third party or subcontractor without the State having to negotiate separately or individually with any such parties for these terms or conditions.

Should a proposing Vendor wish to assign payment of any or all charges resulting from this contract to a third party, Vendor must disclose that fact in his/her proposal, along with the third party's name, address, nature of business, and relationship to the proposing Vendor, the reason for and purpose of the assignment, and all conditions of the assignment, including but not limited to a copy of an assignment document to be executed by the State, the Vendor, and the third party. Such assignments will be accepted or rejected at the sole discretion of the State. Vendor must clearly and definitively state in his/her proposal whether the proposal is contingent upon the requested assignment of payments. Whenever any assignment of payment is requested, the proposal, contract, and assignment document must include language specifically guaranteeing that the proposing Vendor is solely and fully liable and responsible for the performance of its obligations under the subject contract. No assignment of payment will be considered at the time of purchase unless such assignment was fully disclosed in the Vendor's proposal and subsequently accepted by the State.

### **5.15 Approval of Subcontractor Required**

Unless provided in the contract, the Vendor shall not contract with any other party for furnishing any of the contracted work or services without the consent, guidance, and written approval of the State. The MDE reserves the right of refusal and the right to request replacement of a subcontractor due to unacceptable work or conduct. The Vendor shall not replace an approved subcontractor without written consent from the MDE. This provision should not be interpreted as requiring the approval of

individual contracts of employment between the Vendor and personnel assigned for services under the contract.

#### **5.16 Inclusion of Subcontract Agreements**

Copies of any agreements to be executed between the Vendor and any subcontractors shall be included in the Vendor's proposal.

#### **5.17 Negotiations with Subcontractor**

In order to protect the State's interest, the MDE reserves the right to attempt to resolve the contractual disagreements that may arise between the Vendor and its subcontractor after award of the contract.

#### **5.18 References to Offeror and Vendor to Include Subcontractor**

All references in the RFP to "Offeror and Vendor" shall be construed to encompass both the Offeror and Vendor and its subcontractors.

#### **5.19 Outstanding Offeror Obligations**

Any Offeror who presently owes the State of Mississippi money pursuant to any contract for which the MDE is the contracting agent and who has received written notification from the MDE regarding the monies owed, must submit, with the proposal, a certified check in the amount due and owing in order for the proposal in response to this RFP to be considered. For a Offeror currently in bankruptcy as of the RFP submission date, this requirement is met, if and only if, the MDE has an active petition before the appropriate bankruptcy court for recovery of the full dollar amount presently owed to the State of Mississippi by that Offeror. If the Offeror has emerged from bankruptcy by the RFP submission date, the Offeror must pay in full any amount due and owing to the State, as directed in the court-approved reorganization plan, prior to any proposal being considered.

Any Offeror who is presently in default on existing contracts for which the MDE is the contracting agent, or who otherwise is delinquent in the performance of any such contracted obligations, is in the sole judgment of the State required to make arrangement for fulfilling outstanding obligations to the satisfaction of the State in order for the proposal to be considered.

The State, at its sole discretion, may reject the proposal of an Offeror with any significant outstanding financial or other obligations to the State or who is in bankruptcy at the time of proposal submission.

#### **5.20 Equipment Condition**

For all RFPs requiring equipment, the Offeror must furnish only new equipment in response to the MDE specifications, unless an explicit requirement for used equipment is otherwise specified.

#### **5.21 Delivery Intervals**

The Offeror's proposal must specify, in the *Cost Information Submission* and in response to any specific instructions in the *Technical Specifications*, delivery and installation intervals after receipt of order.

#### **5.22 Pricing Guarantee**

The Offeror must explicitly state, in the *Cost Information Submission* and in response to any specific instructions in the *Technical Specifications*, how long the proposal will remain valid. Unless stated to

the contrary in the *Technical Specifications*, pricing must be guaranteed for a minimum of ninety (90) days.

### **5.23 Shipping Charges**

For all RFPs requiring shipment of any product or component, all products must be delivered FOB destination to any location within the geographic boundaries of the State with all transportation charges prepaid and included in the RFP proposal or LOC quotation. Destination is the point of use.

### **5.24 Amortization Schedule**

For all RFPs requiring equipment, contracts involving the payment of interest must include an amortization schedule clearly documenting the amount of interest payable over the term of the contract.

### **5.25 Americans with Disabilities Act Compliance for Web Development and Portal Related Services**

All Web and Portal development work must be designed and implemented in compliance with the Electronic and Information Technology Accessibility Standards associated with Section 508 of the Rehabilitation Act and with the Web Accessibility Initiative (WAI) of the W3C.

### **5.26 Ownership of Developed Software**

When specifications require the Offeror to develop software for the State, the Offeror must acknowledge and agree that the State is the sole owner of such developed software with exclusive rights to use, alter, or distribute the software without restriction. This requirement applies to source code, object code, and documentation.

The State may be willing to grant the Vendor a nonexclusive license to use the State's software subject to devising acceptable terms and license fees. This requirement is a matter of State Law, and not negotiable.

### **5.27 Ownership of Custom-Tailored Software**

In installations where the Offeror's intellectual property is modified and custom-tailored to meet the needs of the State, the Offeror must offer the State an application license entitling the State to use, distribute, and/or alter the software without restriction. These requirements apply to source code, object code and documentation.

### **5.28 Terms of Software License**

The Offeror acknowledges and agrees that the term of all software licenses provided to the State shall be perpetual unless stated otherwise in the Offeror's proposal.

### **5.29 The State is Licensee of Record**

The Offeror must not bypass the software contracting phase of a project by licensing project software intended for State use in its company name. Upon award of a project, the Vendor must ensure that the State is properly licensed for all software that is proposed for use in a project.

### **5.30 Compliance with Enterprise Security Policy**

Any solution or service proposed in response to this RFP must be in compliance with the State of Mississippi's Enterprise Security Policy. The Enterprise Security Policy is based on industry-standard best practices, policy, and guidelines and is established to safeguard the State's information technology (IT) assets from unauthorized use, access, disclosure, modification, or destruction. Given that information security is an evolving technology practice, the State reserves the right to introduce new policy during the term of the contract resulting from this RFP and require the Vendor to ensure the solution or service complies with same in the event the industry introduces more secure, robust solutions or practices that facilitate a more secure posture for the State of Mississippi. A copy of the Enterprise Security Policy can be found on the ITS website.

### **5.31 Compliance with Enterprise Cloud and Offsite Hosting Security Policy**

Any cloud or vendor-hosted solution proposed in response to this RFP must be in compliance with the State of Mississippi's Enterprise Cloud and Offsite Hosting Security Policy. The Enterprise Cloud and Offsite Hosting Security Policy is based on industry-standard best practices, policy, and guidelines and augments the Enterprise Security Policy. Given that information security is an evolving technology practice, the State reserves the right to introduce new policy during the term of the contract resulting from this RFP and require the Vendor to ensure the cloud or vendor-hosted solution complies with same in the event the industry introduces more secure, robust solutions or practices that facilitate a more secure posture for the State of Mississippi. A copy of the Enterprise Cloud and Offsite Hosting Security Policy can be found on the ITS website.

### **5.32 Negotiating with Next-Ranked Offeror**

Should the State cease doing business with any Vendor selected via this RFP process, for any reason, the State reserves the right to initiate negotiations with the next ranked Offeror.

### **5.33 Disclosure of Proposal Information**

Offerors should be aware that any information in a proposal may be subject to disclosure or reproduction under the Mississippi Public Records Act of 1983, defined in Miss. Code Ann. § 25-61-1 et seq. All disclosures of proposal information will be made in compliance and established in accordance with the Mississippi Public Records Act. The MDE Public Records Procedures are available at <https://www.mdek12.org/OPR/Reporting/Request>.

### **5.34 Risk Factors to be Assessed**

The State will assess risk factors that may initially exist within a given procurement and that may develop over the course of a procurement process as facts become known. The State, at its sole discretion, may employ the following mechanisms in mitigating these risks: performance bonding, progress payment plan with retainage, inclusion of liquidated damages, and withholding payment for all portions of the products/services acquired until final acceptance. The Offeror must agree to incorporate any or all of the above terms and conditions into the customer agreement.

### **5.35 Performance Bond**

Within ten (10) days of execution of contract and prior to commencement of services under this agreement, Contractor shall provide the MDE with a Performance Bond in the amount of this agreement, which bond shall be maintained for the prompt and faithful performance of all Contractor's obligations under this agreement by a surety or sureties that are acceptable to the MDE.

### **5.36 Responsibility for Behavior of Vendor Employees/Subcontractors**

The Vendor will be responsible for the behavior of all its employees and subcontractors while on the premises of any State agency or institution. Any Vendor employee or subcontractor acting in a manner determined by the administration of any State agency or institution to be detrimental, abusive, or offensive to any of the staff or student body of any State agency or institution will be asked to leave the premises and can be suspended from further work on the premises.

### **5.37 Protests**

The State Superintendent and/or the Members of the State Board of Education, or their designees shall have the authority to resolve Offeror protests in connection with the selection for award of a contract. Copies of the protest procedures are available on the ITS Internet site - ITS Protest Procedure and Policy, Section 019-020, [ITS Procurement Handbook](#) or from ITS upon request.

### **5.38 Protest Bond**

Potential Offerors may protest any of the specifications of this RFP on the belief that the specification is unlawful, unduly restrictive, or unjustifiably restraining to competition. Any such protest shall be in writing and submitted to the State Superintendent along with the appropriate protest bond within five (5) working days of the Official Release of the RFP, as defined in the ITS Protest Procedure and Policy. The outside of the envelope must be marked "Protest" and must specify ITS.

As a condition precedent to filing any protest related to this procurement, the Offeror must procure, submit to the State Superintendent with its written protest, and maintain in effect at all times during the course of the protest or appeal thereof, a protest bond in the full amount of the total estimated project lifecycle cost or \$250,000.00, whichever is less. The total estimated project lifecycle cost will be the amount used by ITS in the computation of cost points, as the low cost in the denominator of the cost evaluation formula. The bond shall be accompanied by a duly authenticated or certified document evidencing that the person executing the bond is a licensed Mississippi agent for the bonding company. This certified document shall identify the name and address of the person or entity holding the protest bond and shall identify a contact person to be notified in the event that the State is required to take action against the bond. The protest bond shall not be released to the protesting Offeror until the protest is finally resolved and the time for appealing said protest has expired. The protest bond shall be procured at the protesting Offeror's expense and be payable to the Mississippi Department of Information Technology Services. Prior to approval of the protest bond, ITS reserves the right to review the protest bond and require the protesting Offeror to substitute an acceptable bond in such form as the State may reasonably require. The premiums on such bond shall be paid by the protesting Offeror. The State may claim against the protest bond as specified in Section 25-53-5 (n) of the Mississippi Code of 1972, as amended during the 1998 Mississippi legislative session, in addition to all other rights and remedies the State may have at law or in equity.

Should the written protest submitted by the Vendor fail to comply with the content requirements of ITS' protest procedure and policy, fail to be submitted within the prescribed time limits, or fail to have the appropriate protest bond accompany it, the protest will be summarily dismissed by the ITS Executive Director.

### **5.39 Mississippi Employment Protection Act**

Effective July 1, 2008, Offeror acknowledges that if awarded, it will ensure its compliance with the Mississippi Employment Protection Act, Miss. Code Ann. §§71-11-1, et seq., and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein,

“status verification system” means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Offeror will agree to maintain records of such compliance and, upon the request of the State and approval of the Social Security Administration or Department of Homeland Security, where required, to provide a copy of each such verification to the State.

Offeror acknowledges and certifies that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi.

Offeror acknowledges that violating the E-Verify Program (or successor thereto) requirements subjects Offeror to the following: (a) cancellation of any state or public contract and ineligibility for any state or public contract for up to three (3) years, with notice of such cancellation being made public, or (b) the loss of any license, permit, certification or other document granted to Offeror by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. Offeror would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit.

## SECTION VI

### PROPOSAL SUBMISSION REQUIREMENTS

The objective of the Proposal Submission Requirements section is to provide Offeror with the information required to submit a response to this Request for Proposal (RFP). An Offeror who has responded to previous RFPs issued by the MDE should not assume that the requirements are the same, as changes may have been made.

Failure to follow any instruction within this RFP may, at the State’s sole discretion, result in the disqualification of the Offeror’s proposal.

#### 6.1 Manner of Submission

For proposals that are shipped/mailed, the proposal shall be submitted in one original notebook binder using the Required Format in the section below. For proposals that are submitted via the technology proposal portal ([MDETechnologyProposals@mdek12.org](mailto:MDETechnologyProposals@mdek12.org)) the proposal shall be electronically 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.

The Offeror shall provide the required format for **shipping/mailing** responses as follows:

- a. An **original** hard copy of the proposal shall include all components and attachments required below. A USB drive shall be included with the **original** copy of the proposal. The searchable Microsoft Office® format, preferably in Word® or Portable Document Format (PDF®) shall be included in the side pocket of the original notebook in the format as indicated below.

If you have additional information you would like to provide, include it in the **Other Section** of your proposal. Failure to provide all requested information 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.

Unsolicited 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 unsolicited 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.

### **Proposal Required Format:**

The Offeror shall provide the following:

- a. one (1) original signed copy of the complete proposal including all exhibits.**

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

- 1. COVER PAGE – Cover Letter**
  - a. Tab 1 – Submission & Configuration Summary Sheet (Exhibit A)**
- 2. SECTION II**
  - b. Tab 1 – Minimum Qualifications**
- 3. SECTION III**
  - c. Tab 1 – Technology specification requirement response**
  - d. Tab 2 – Production detailed service plan shall provide clear and concise 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 submission and will not be considered for an award.**
- 4. SECTION IV**
  - e. Tab 1 – Legal Contract Provisions Acknowledgement**
  - f. Tab 2 – Acknowledgement required or take Exception (Exhibit B)**
- 5. EXHIBITS**
  - g. Tab 1 – RFP Questionnaire**
  - h. Tab 2 – References**
  - i. Tab 3 – Acknowledgement of Amendments, if applicable.**
  - j. Tab 4 – Cost Information**
  - k. Tab 5 – Standard Terms and Conditions (*Exceptions Exhibit B*)**
  - l. Tab 6 – Assurances and Certifications (*Exceptions Exhibit B*)**
  - m. Tab 7 – Release of Proposal as Public Record**
- 6. OTHER – Any additional relevant information (not to exceed five (5) pages).**

## 6.2 Confidential or Trade Secret

In addition to the **original proposal**, if the proposal contains **confidential or trade secret, commercial, and financial 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 one (1) additional electronic copy 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 secret, commercial, and financial information which shall remain confidential throughout the original proposal or the **MDE shall consider the entire Proposal to be a public record.** Per Miss. Code Ann. §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 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 copy shall be used and released for any reason deemed necessary by the MDE, including but not limited to posting to the Transparency Mississippi website and releasing due to a Public Records Request, etc.

The Offeror may be subject to exclusion if the MDE determines that redactions made by the Offeror were made in bad faith in order to prohibit public access to the portions of the proposal which are not subject to Mississippi Code Annotated §§ 25-61-9, 75-26-1 through 75-26-19, and/or 79-23-1.

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.

## 6.3 Proposal Submission Period

A signed proposal packet shall be submitted electronically via the [MDETechnologyProposals@mdek12.org](mailto:MDETechnologyProposals@mdek12.org) no later than **Wednesday, April 29, 2026, by 2:00 PM Central Standard Time (CST).** Proposals received after the time designated in the solicitation shall be considered late and shall not be considered for an award.

**OR**

**Shipping instructions** are provided below:

An original signed proposal packet including (1) one USB flash drive shall be shipped/mailed and received in a sealed envelope at the MDE no later than **Wednesday, April 29, 2026, by 2:00 PM Central Standard Time (CST).**

*The return address label must be visible on the outside of the sealed shipping envelope and shall include the name of the individual/entity submitting the response. Any deviation from these instructions may result in disqualification of the response proposal and shall not be considered for an award.*

### **Ship To:**

**MONIQUE CORLEY  
Office of Procurement**

**The Mississippi Department of Education  
 Whole Child Development Kindergarten Readiness Assessment 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 delivered 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 is received and recorded AFTER the submission deadline shall 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 shipping or electronic 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 electronically via [MDETechnologyProposals@mdek12.org](mailto:MDETechnologyProposals@mdek12.org). The Offeror shall be notified as soon as practicable if their proposal was rejected and the reason for such rejection.

**6.4 Procurement Schedule**

**NOTE: MDE reserves the right to adjust this schedule as it deems necessary.**

| <b>Task</b>  | <b>Date</b>   |
|--|---|
| First Advertisement Date for RFP                           | Wednesday, March 25, 2026                                   |
| Second Advertisement Date for RFP                          | Wednesday, April 1, 2026                                    |
| Deadline to submit Questions & Request for clarifications  | Friday, April 10, 2026, by <b>2:00 p.m. Central Time</b>    |
| Deadline for Questions Answered and Posted to MDE Web Site | Wednesday, April 15, 2026                                   |
| Proposal Submission Deadline                               | Wednesday, April 29, 2026, by <b>2:00 p.m. Central Time</b> |
| Evaluation of Proposals                                    | April 30-May 7, 2026  |
| SBE Board Meeting  | Thursday, June 18, 2026                                     |
| Proposed Project Implementation Start-up                   | July 1, 2026  |
| Proposed Project Go-Live Deadline                          | July 1, 2026  |

**6.5 Proposal Exclusion**

Any Offeror submitting a proposal in which has contracted with the MDE failed to satisfactorily perform the services required under any contract shall exclude the Offeror from this and future contract award. The MDE shall use written documentation and/or the annual performance evaluation to support disqualifying the Offeror as non-responsible.

The MDE has no obligation to locate or acknowledge any information in the Offeror’s proposal that is

not presented under the appropriate section according to the instructions

The Offeror's proposal must be received by the Office of Procurement by the date and time specified in the solicitation. The MDE is not responsible for any delays in delivery or expenses for the development or delivery of proposals. Any proposal received after the proposal deadline time will not be evaluated for an award.

Original signatures are required on one copy of the *Submission Cover & Configuration Summary Sheet*, and the Offeror's original submission must be clearly identified as the original.

- The MDE reserves the right to reject any proposals with exceptions, prior to an evaluation.
- The MDE reserves the right to waive any irregularity in any proposal.

The Offeror must conform to the following standards in the preparation of the Offeror's proposal:

- To prevent opening by unauthorized individuals, all copies of the proposal must be sealed in the package. A label containing the information on the RFP cover page must be clearly typed and affixed to the package in a clearly visible location.
- Number each page of the proposal.
- Respond to the sections and exhibits in the same order as it is listed in this RFP.
- Label and tab the responses to each section and exhibit, using the corresponding headings from the RFP's submission requirements.
- If the Offeror does not agree with any item in any section, then the Offeror must list the item on the *Proposal Exception Summary Form*. (See Exhibit B for additional instructions regarding Offeror exceptions.)
- Occasionally, an outline point in an attachment requests information which is not applicable to the products/services proposed. If the Offeror is certain the point does not apply to the given RFP, the Offeror should respond with "NOT APPLICABLE."
- Where an outline point asks a question or requests information, the Offeror must respond with the specific answer or information requested.
- When an outline point/attachment is a statement provided for the Offeror's information only, the Offeror needs only to read that point. The Offeror acknowledges having read and accepted, or taking exception to, all sections by signing the *Submission Cover and Configuration Summary Sheet* and providing a *Proposal Exception Summary Form*.
- Where a minimum technical requirement has been identified, respond by stating the item (e.g., device name/model number, guaranteed response time) proposed and how it will meet the specifications, if applicable.
- The Offeror must fully respond to each requirement within the *Technical Specifications* by fully describing the manner and degree by which the proposal meets or exceeds said requirements.

It is the responsibility of the Offeror to clearly identify all costs associated with any item or series of items in this RFP. The Offeror must include and complete all parts of the cost proposal in a clear and accurate manner. **Omissions, errors, misrepresentations, or inadequate details in the Offeror's cost proposal may be grounds for rejection of the Offeror's proposal. Costs that are not clearly identified will be borne by the Offeror.** The Offeror must complete the *Cost Information Submission* in this RFP, which outlines the minimum requirements for providing cost information. The Offeror should supply supporting details as described in the *Cost Information Submission*.

The MDE reserves the right to request additional information or clarification of an Offeror's proposal. The Offeror's cooperation during the evaluation process in providing the MDE staff with adequate

responses to requests for clarification will be considered a factor in the evaluation of the Offeror's overall responsiveness. Lack of such cooperation or failure to provide the information in the manner required may, at the State's discretion, result in the disqualification of the Offeror's proposal.

Unsolicited clarifications and updates submitted after the deadline for proposals will be accepted or rejected at the sole discretion of the MDE.

Unsolicited clarifications in the evaluation and selection of a proposal will be considered only if all the following conditions are met:

- A clarification to a proposal that includes a newly announced product line or service with equal or additional capability to be provided at or less than the proposed price will be considered.
- Information provided must be in effect nationally and have been formally and publicly announced through a news medium that the Offeror normally uses to convey customer information.
- Clarifications must be received early enough in the evaluation process to allow adequate time for re-evaluation.
- The Offeror must follow the procedures outlined herein for submitting updates and clarifications.
- The Offeror must submit a statement outlining the circumstances for the clarification.
- The Offeror must submit one clearly marked electronic or an original copy and USB for mailed/shipped copy.
- The Offeror must be specific about which part of the original proposal is being changed by the clarification (i.e., it must include exact RFP reference to section and outline point).

**EXHIBIT A**  
**SUBMISSION & CONFIGURATION SUMMARY SHEET**

Provide the following information regarding the person responsible for the completion of your proposal. This person will be the person that the Mississippi Department of Education (MDE), should contact for questions and/or clarifications.

|         |       |          |       |
|---------|-------|----------|-------|
| Name    | _____ | Office # | _____ |
| Address | _____ | Other #  | _____ |
|         | _____ | Email    | _____ |
|         | _____ |          | _____ |

Subject to acceptance by the MDE, the Offeror acknowledges that by submitting a proposal AND signing in the space indicated below, the Offeror is contractually obligated to comply with all items in this Request for Proposal (RFP), including the Standard Contract in Exhibit G if included herein, except those listed as exceptions on the Proposal Exception Summary Form. If no *Proposal Exception Summary Form* is included, the Offeror is indicating that they make no exceptions. This acknowledgement also contractually obligates any and all subcontractors that may be proposed. Offerors who sign below may not later take exception to any point during contract negotiations. The Offeror further certifies that the company represented here is an authorized dealer in good standing of the products/services included in this proposal. The Offeror acknowledges the Assurances and Certification represents that it has not retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract. If the Offeror cannot make such a representation, a full and complete explanation shall be submitted in writing to the MDE prior to contract execution.

\_\_\_\_\_  
Original Signature of Officer in Bind of Company      Date

Name (typed or printed) \_\_\_\_\_  
Title \_\_\_\_\_  
Company name \_\_\_\_\_  
Physical address \_\_\_\_\_  
\_\_\_\_\_  
State of Incorporation \_\_\_\_\_

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**CONFIGURATION SUMMARY**

The Offeror must provide a summary of the main components of products/services offered in this proposal using 100 words or less.

## **EXHIBIT B PROPOSAL EXCEPTIONS**

Please return the Proposal Exception Summary Form at the end of this section with all exceptions to items in any Section of this RFP listed and clearly explained or state "No Exceptions Taken." If no Proposal Exception Summary Form is included, the Offeror is indicating that he takes no exceptions to any item in this RFP document.

1. Unless specifically disallowed on any specification herein, the Offeror may take exception to any point within this RFP, including a specification denoted with "shall" or "must," as long as the following are true.
  - The specification is not a matter of State or Federal law.
  - The proposal still meets the intent of the RFP.
  - A *Proposal Exception Summary Form* is included with Offeror's proposal.
  - The exception is clearly explained, along with any alternative or substitution the Offeror proposes to address the intent of the specification, on the *Proposal Exception Summary Form*.
2. The Offeror has no liability to provide items to which an exception has been taken. The MDE has no obligation to accept any exception. During the proposal evaluation and/or contract negotiation process, the Offeror and the MDE will discuss each exception and take one of the following actions.
  - The Offeror will withdraw the exception and meet the specification in the manner prescribed.
  - The MDE will determine that the exception neither poses significant risk to the project nor undermines the intent of the RFP and will accept the exception.
  - The MDE and the Offeror will agree on compromised language dealing with the exception and will insert same into the contract.
  - None of the above actions is possible, and the MDE either disqualifies the Offeror's proposal or withdraws the award and proceeds to the next ranked Offeror.
3. Should the MDE and the Offeror reach a successful agreement, the MDE will sign adjacent to each exception which is being accepted or submit a formal written response to the *Proposal Exception Summary* responding to each of the Offeror's exceptions. The *Proposal Exception Summary*, with those exceptions approved by the MDE, will become a part of any contract on acquisitions made under this RFP.
4. An exception will be accepted or rejected at the sole discretion of the State.
5. The State desires to award this RFP to an Offeror or Offerors with whom there is a high probability of establishing a mutually agreeable contract, substantially within the standard terms and conditions of the State's RFP, including the *Standard Contract* in Exhibit G, if included herein. As such, Offerors whose proposals, in the sole opinion of the State, reflect a substantial number of material exceptions to this RFP, may place themselves at a comparative disadvantage in the evaluation process or risk disqualification of their proposals.
6. For Offerors who have successfully negotiated a contract with the MDE in the past, the MDE requests that, prior to taking any exceptions to this RFP, the individual(s) preparing this proposal first confer with other individuals who have previously submitted proposals to the MDE or participated in contract negotiations with the MDE on behalf of their company, to ensure the Offeror is consistent in the items to which it takes exception.

**PROPOSAL EXCEPTION SUMMARY FORM**

**List and clearly explain any exceptions, for all RFP Sections and Exhibits, in the table below.**

| <i>The MDE RFP Reference</i>                                   | <i>Offeror Proposal Reference</i>   | <i>Brief Explanation of Exception</i>       | <i>The MDE Acceptance (sign here only if accepted)</i> |
|--|---|---|--|
| (Reference specific outline point to which exception is taken) | (Page, section, items in Offeror's proposal where exception is explained) | (Short description of exception being made) |  |
| 1.   |   |   |  |
| 2.   |   |   |  |
| 3.   |   |   |  |
| 4.   |   |   |  |
| 5.   |   |   |  |
| 6.   |   |   |  |
| 7.   |   |   |  |

**EXHIBIT C  
RFP QUESTIONNAIRE**

Please answer each question or provide the information as requested in this section.

**1. Mississippi's Accountability System for Government Information and Collaboration (MAGIC) Information for State of Mississippi Vendor File**

MAGIC Vendor Code: Any Vendor who has not previously done business with the State and has not been assigned a MAGIC Vendor code should visit the following link to register:

<https://www.dfa.ms.gov/vendors>

Vendors who have previously done business with the State may obtain their MAGIC Vendor code and all Vendors may access additional Vendor information at the link above.

All Vendors must furnish the MDE with their MAGIC Vendor code (begins with the number 3)

MAGIC Vendor Code: \_\_\_\_\_

**2. Certification of Authority to Sell**

Offerors must provide proof, in its response to this RFP, from the Office of the Secretary of State of the State of Mississippi demonstrating that the Offeror is in good standing to do business in Mississippi. Failure to comply with this requirement may subject the Offeror's response being deemed non-responsive and subject to disqualification.

The Offeror must certify that they are authorized to sell and able to deliver all items and related services proposed in the State of Mississippi in the time frame specified. Does the Offeror make these certifications? **(A yes or no answer is required.)**

**3. Compliance with National Defense Authorization Act**

The Offeror must provide equipment that is in compliance with the National Defense Authorization Act, Section 889. **(Offeror must state if they can meet this requirement.)**

**4. Compliance with National Security on State Devices and Networks Act**

Offerors shall not provide or propose to provide any prohibited technology as defined under the National Security on State Devices and Networks Act, Mississippi Code Ann. Section 25-53-193. Failure to meet this requirement may disqualify Offeror from consideration. **(Offeror must state if they can meet this requirement.)**

**5. Certification of No Conflict of Interest**

Mississippi law clearly forbids a direct or indirect conflict of interest of a company or its employees in selling to the State. The Offeror must answer and/or provide the following:

Does there exist any possible conflict of interest in the sale of items to any institution within the MDE jurisdiction or to any governing authority? **(A yes or no answer is required.)**

If the possibility of a conflict does exist, provide a list of those institutions and the nature of the conflict on a separate page and include it in your proposal. The Offeror may be precluded from selling to those institutions where a conflict of interest may exist.

**6. Pending Legal Actions**

- Are there any lawsuits or other legal proceedings against the Offeror that pertain to any of the software, hardware, or other materials and/or services which are a part of the Offeror’s proposal? (A yes or no answer is required.)
- Are there any criminal or civil proceedings (federal or state) pending against the Offeror or its principals or employees that pertain to any public procurement within the State of Mississippi or elsewhere? (A yes or no answer is required.)
- If your answer to either of the above is “yes”, provide a copy of same and state with specificity the current status of the proceedings.
- The State, at its sole discretion, may reject the proposal of a Offeror who (a) has criminal or civil proceedings pending that pertain to a public procurement within Mississippi or elsewhere, or (b) has lawsuits or other legal proceedings pending that pertain to any of the products or services which are part of the Offeror’s proposal.

**7. Non-Disclosure of Social Security Numbers**

Does the Offeror agree that any information system proposed, developed, or modified under this RFP that disseminates, in any form or manner, information or material that contains the Social Security Number of an individual, has mechanisms in place to prevent the inadvertent disclosure of the individual’s Social Security Number to members of the general public or to persons other than those persons who, in the performance of their duties and responsibilities, have a lawful and legitimate need to know the individual’s Social Security Number? This agreement is required by Section 25-1-111 of the Mississippi Code Annotated. **(A yes or no answer is required.)**

**8. Order and Remit Address**

The Offeror must specify both an order and a remit address:

Order Address:

Remit Address (if different):

**9. Taxpayer Identification Number**

Offeror must specify their taxpayer identification number.

**10. Certification of Liability Insurance**

Offeror must provide a copy of their Certificate of Liability Insurance with their RFP response.

**11. E-Verify Registration Documentation**

Offeror must ensure its compliance with the Mississippi Employment Protection Act, Section 71-11-1, et seq. of the Mississippi Code Annotated (Supp2008). Offeror must provide documentation of their E-Verify compliance with their RFP response. See Section V Legal and Contract Provisions, Item 39 for additional information.

## **EXHIBIT D REFERENCES**

Offeror must return the following Reference Forms, and if applicable, Subcontractor Reference Forms.

### **1. References**

The Offeror shall provide at least three (3) references consisting of Vendor accounts that the State may contact. Required information includes customer contact name, address, telephone number, email address, and engagement starting and ending dates. Forms for providing reference information are included later in this RFP section. The Offeror must make arrangements in advance with the account references so that they may be contacted at the evaluation team convenience without further clearance or Vendor intercession.

Any of the following may subject the Offeror's proposal to being rated unfavorably relative to these criteria or removed from further consideration, at the State's sole discretion:

- Failure to provide reference information in the manner described;
- Inability of the State to substantiate minimum experience or other requirements from the references provided;
- Non-responsiveness of references to the State's attempts to contact them; or
- Unfavorable references that raise serious concerns about material risks to the State in contracting with the Vendor for the proposed products or services.
- References should be based on the following profiles and be able to substantiate the following information from both management and technical viewpoints:
  - The reference installation must be for a project similar in scope and size to the project for which this RFP is issued;
  - The reference installation must have been operational for at least six (6) months.
  - The State reserves the right to request information about the Offeror from any previous customer of the Vendor of whom the State is aware, including the procuring agency and/or other agencies or institutions of the State, even if that customer is not included in the Offeror's list of references, and to utilize such information in the evaluation of the Offeror's proposal.
- Unless otherwise indicated in the Proposal Evaluation in Section IV, reference information available to the State will be used as follows:
  - As documentation supporting mandatory experience requirements for companies, products, and/or individuals, as required in this RFP;
  - To confirm the capabilities and quality of a Vendor, product, or individual for the proposal deemed responsible and responsible, prior to finalizing the award.
  - The State reserves the right to forego reference checking when, at the State's sole discretion, the evaluation team determines that the capabilities of the recommended Offeror are known to the State.

### **2. Subcontractors**

The Offeror's proposal must identify any subcontractor that will be used and include the name of the company, telephone number, contact person, type of work subcontractor will perform, number of certified employees to perform said work, and three (3) references for whom the subcontractor has performed work that the State may contact. Forms for providing subcontractor information and references are included at the end of this section.

Unless otherwise noted, the requirements found in the References section may be met through a combination of Vendor and subcontractor references and experience. The Offeror's proposal should clearly indicate any mandatory experience requirements met by subcontractors.

**NOTE: The State reserves the right to eliminate proposals from further consideration in which the prime Offeror does not, in the State's sole opinion, provide substantive value or investment in the total solution proposed. (i.e. the State does not typically accept proposals in which the prime offeror is only a brokering agent.)**

## REFERENCE FORM

### Complete three (3) Reference Forms.

Contact Name:

Company Name:

Address:

Phone #:

E-Mail:

Project Start Date:

Project End Date:

Description of product/services/project, including start and end dates:

|  |
|--|
|  |
|--|

**SUBCONTRACTOR REFERENCE FORM**

**Complete a separate form for each subcontractor proposed.**

Contact Name:  
Company name:  
Address:  
Phone #:  
E-Mail:

Product and/or services are to be provided by subcontractor:

**Complete three (3) Reference Forms for each Subcontractor.**

Contact Name:  
Company name:  
Address:  
Phone #:  
E-Mail:  
Description of product/services/project, including start and end dates:

**EXHIBIT 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 MDE website under the MDE Bid Announcements. It is the sole responsibility of all interested offerors to monitor the MDE website for updates regarding any amendment to the solicitations.

*Note: If questions are not received by the MDE an amendment will not be posted, and the Acknowledgement of Amendment process shall be waived.*

**EXHIBIT F  
COST INFORMATION SUBMISSION**

Offerors must propose a summary of all applicable project costs. The cost proposal must be itemized fully detailing the basis of each cost category. The level of detail must address the following elements as applicable: item, description, quantity, retail, discount, extension, and deliverable. Any cost not listed in this section may result in the Offeror providing those products or services at no charge to the State or face disqualification.

**NOTE: The Offeror with the lowest cost will receive the highest score offered and all other Offeror's costs will be calculated using the State's approved budget formula to obtain scores.**

Because of the scope of this project, we believe it should be possible for different proposers to arrive at vastly differing estimates of resources required. In an effort to ensure a fair and equitable evaluation and award we will advise potential contractors of the funds available. It is anticipated that this will allow the proposers to explain exactly what the State will receive for this amount of funds and will allow evaluators to determine the best proposal based upon the qualifications and the description of what the State will receive in exchange for this amount. The budgeted amount for this five-year project is \$800,000 and any proposals received above this amount are deemed non-responsive. This is an all-inclusive price for all five years of the project. The project projections for the number of districts, schools, teachers and students are below:

| Districts | Schools | Teachers | Students      |
|-----------|---------|----------|---------------|
| 135-150   | 241-450 | 500-850  | 10,000-17,000 |

## BUDGET SUMMARY FORM

| Description of Cost Requested   | *Cost per individual item | Cost for 500 classrooms | Cost for 17,000 students | Year One | Year Two | Year Three | Year Four | Year Five | **Total Amount for all five years |
|---|---------------------------|-------------------------|--------------------------|----------|----------|------------|-----------|-----------|-----------------------------------|
| Materials for each teacher in a four-year-old classroom using the product   | \$                        | \$                      |                          | \$       | \$       | \$         | \$        | \$        | \$                                |
| Material for each four-year-old student using the product   | \$                        |                         | \$                       | \$       |          |            |           |           | \$                                |
| Train the trainer (TOT)- for 45 participants (all material costs, travel, shipping, etc. must be inclusive)   | \$                        |                         |                          | \$       |          |            |           |           | \$                                |
| Additional TOT webinar trainings- for 45 participants   | \$                        |                         |                          | \$       | \$       | \$         | \$        | \$        | \$                                |
| Approximate shipping and handling for classroom products  | \$                        | \$                      |                          | \$       | \$       | \$         | \$        | \$        | \$                                |
| Other related costs:  | \$                        | \$                      | \$                       | \$       | \$       | \$         | \$        | \$        | \$                                |
| Year 2-Year 5 Cost Details (example could include additional scoring books, online scoring accounts, etc. Please be specific for either classroom cost or students' costs, etc.)  |                           |                         |                          |          |          |            |           |           | \$                                |
|   | \$                        | \$                      | \$                       | \$       | \$       | \$         | \$        | \$        | \$                                |
|   | \$                        | \$                      | \$                       | \$       | \$       | \$         | \$        | \$        | \$                                |
| <b>TOTAL PROJECTED COST FOR PACKAGE</b>   |                           |                         |                          | \$ .00   | \$ .00   | \$ .00     | \$ .00    | \$ .00    | \$ .00                            |
| *Example: one (1) teacher, one (1) student, one (1) training, one (1) webinar, (1) shipping and handling cost per site<br>**No indirect cost rate shall be allowed. If applicable this form is a required element of the application and must be included with the budget narrative indicating an itemized breakdown of these budget categories and explaining how each line item was calculated. |                           |                         |                          |          |          |            |           |           |                                   |

To update the sum of the columns, select the sum and press F9 to show the new results.

**EXHIBIT G**  
**STANDARD CONTRACT TERMS**

A properly executed contract is a requirement of this RFP. After an award has been made, it will be necessary for the winning Vendor to execute a contract with the MDE. The inclusion of this contract does not preclude the MDE from, at its sole discretion, negotiating additional terms and conditions with the selected Vendor(s) specific to the projects covered by this RFP.

If the Offeror cannot comply with any term or condition of this Standard Contract, the Offeror must list and explain each specific exception on the *Proposal Exception Summary Form* included in Exhibit 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. ACKNOWLEDGEMENT OF AMENDMENTS**

Offerors shall acknowledge receipt of any amendment to the RFP in writing. The acknowledgement shall be signed and submitted as an attachment to the proposal. Each Offeror shall submit a written acknowledgement of every amendment to the MDE on or before the submission deadline

**2. ACCEPTANCE PERIOD**

The electronic copy of the response (proposal, bid, or application) shall be signed and submitted as required in the instructions provided in the solicitation no later than the time and date specified for receipt of responses. Timely submission of the response is the responsibility of the bidder.

**3. 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.

**4. 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.

## **5. APPLICABLE LAW**

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

## **6. APPROVAL**

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

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

In the event Contractor defaults on any obligations under this Agreement, Contractor shall pay to the MDE all costs and expenses, without limitation, incurred by the MDE in enforcing this Agreement or reasonably related to enforcing this Agreement. This includes but is not limited to investigative fees, court costs, and attorneys' fees. Under no circumstances shall the MDE be obligated to pay attorneys' fees or legal costs to Contractor.

## **8. AUTHORITY OF SIGNATORY**

Contractor acknowledges that the individual executing the contract on behalf of the MDE is doing so in his or her official capacity only. To the extent any provision contained in the contract exceeds the signatory's authority, Contractor agrees that it will not look to that individual in his or her personal capacity or otherwise seek to hold him or her individually liable for exceeding such authority.

## **9. AUTHORITY TO CONTRACT**

Contractor warrants: (1) that it is a validly organized business with valid authority to enter into this agreement; (2) that it is qualified to do business and in good standing in the State of Mississippi; (3) 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, (4) 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.

## **10. 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 appropriated funds. If the funds anticipated for the continuing time fulfillment of the MDE shall have the right upon ten (10) business days written notice to Contractor, to terminate this agreement without damage, penalty, cost or expense to the MDE of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

## **11. BACKGROUND CHECKS**

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.

## **12. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION**

By submitting a proposal, the Offeror certifies that the prices submitted in response to the solicitation have been arrived at independently and without any consultation, communication, or agreement with any other Offeror or competitor for the purpose of restricting competition.

## **13. 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.

## **14. COMPLIANCE WITH EQUAL OPPORTUNITY IN EMPLOYMENT POLICY**

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.

## **15. COMPLIANCE WITH LAWS**

Contractor shall comply with, and all activities under this agreement shall be subject to, all applicable federal, state, and local laws and regulations, as now existing and as may be amended or modified.

## **16. CONFIDENTIALITY**

The MDE is a public agency of the State of Mississippi and is subject to the Mississippi Public Records Act of 1983. Miss. Code Ann. §§ 25-61-1 et seq. If a public records request is made for any information provided to the MDE by Contractor, the MDE shall follow provisions of Mississippi Code Annotated §§ 25-61-9 and 79-23-1 before disclosing such information – unless Contractor has previously indicated the information is not trade secret or confidential commercial and financial information. The MDE shall not be liable to the Contractor for disclosure of information required by court order or required by law.

## **17. CONTRACT ASSIGNMENT AND SUBCONTRACTING**

Contractor acknowledges that it was selected by the MDE 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 MDE, which may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer of Contractor's obligations hereunder without consent of the MDE shall be null and void. Subcontracts shall be subject to the terms and conditions of this agreement and to any conditions of approval that the

MDE may deem necessary. Subject to the foregoing, this agreement shall be binding upon the respective successors and assigns of the parties. 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 Program Project Manager.

## **18. CONTRACT RIGHTS**

Contract rights do not vest in any party until a contract is legally executed. The MDE is under no obligation to award a contract following the issuance of this solicitation.

## **19. CONTRACTOR PERSONNEL**

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 shall 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.

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.

## **20. COPYRIGHTS**

Contractor agrees 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 contract 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.

## **21. DATA SECURITY**

As part of the Services, Contractor shall provide administrative, physical, and technical safeguards for protection of the security, confidentiality, and integrity of MDE Content, including, but not limited to student data. The execution of a separate Data Sharing Agreement (DSA) will 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 DSA may result in termination of the contract and/or may result in denial of subsequent renewal requests. Contractor agrees to comply with all applicable privacy or data protection statutes, rules, or regulations, including the Family Educational Rights and Privacy Act (FERPA), governing the respective activities of the parties under this Agreement.

Confidential Information. Contractor will: (a) hold Confidential Information in confidence and (b) use its best efforts to protect Confidential Information in accordance with the same degree of care with which

it protects its own Confidential Information. The Contractor will promptly give notice to a Local School District (District) of any unauthorized use or disclosure of the District's Confidential Information. The Contractor agrees to assist the District in remedying any such unauthorized use or disclosure of the District's Confidential Information.

Personal or Student Data Privacy Terms and Provisions. To the extent applicable to this Agreement, Personally Identifiable Information (PII) Data/Student Education Records, and other non-public Data shall not be shared, sold, distributed, made available, or otherwise used for any purpose outside of those necessary for the performance of the Agreement. PII includes but is not limited to: the name; name of the student's parent, if student, or any family members; address; a personal identifier, such as a social security number, Driver's License or if student, student number, or biometric record; other direct identifiers, such as the date of birth, place of birth, and mother's maiden name.

Personal or Student Data Security Controls. To the extent applicable to this service Agreement, Contractor will encrypt all PII, or Education Records, in transit over public networks and at rest in Contractor's systems. Contractor will also implement the following security measures for all accounts with access to PII or Education Records: (1) limit access of PII to authorized employees (2) individual and separate usernames and accounts; (3) logging of all access; (4) implementation of the principle of least privilege; and (5) implementing appropriate personnel security and integrity procedures and practices, including, but not limited to, conducting background checks consistent with applicable law to ensure the user(s) of such accounts have no felony convictions, convictions that indicate a lack of honesty, or are registered sex offenders.

If applicable, the Contractor will also implement the following measures: (1) industry-standard physical security and access controls; (2) securing business facilities, data centers, paper files, servers, back-up systems and computing equipment, including, but not limited to, all mobile devices and other equipment with information storage capability; (3) implementing network, device application, database and platform security; (4) securing information transmission, storage and disposal; (5) firewalls for all external data connections; (6) implementing authentication and access controls within media, applications, operating systems and equipment; (7) encrypting PII stored on any mobile media; (8) encrypting PII transmitted over public or wireless networks; (9) providing appropriate privacy and information security training to Contractor's employees, and (10) implementation of a procedure for regular and timely installation of all necessary software updates and patches on any systems storing or with access to PII or Education Records. Contractor shall contractually require that all subcontractors with custody of or access to PII or Education Records take and implement these same measures. Contractor shall allow the MDE or the participating district to take whatever steps are reasonably necessary to verify the implementation of the measures contained in this section.

Return and Destruction of PII or Education Records. Upon termination of the Agreement for any reason, Contractor shall release and return all Education Records within one hundred twenty (120) days, in a CSV or other format usable by the participating Districts. Contractor shall be assessed a penalty of Five Thousand Dollars (\$5,000.00) per day payable to the MDE for each business day beyond the ten (10) days from termination that said Education Records are not returned, with no cap or limit as to the amount of such damages. To the extent applicable to this Agreement, Contractor will ensure that all PII and Education Records in its possession will be securely destroyed at the end of this Agreement, e.g., data wiping, degaussing, or shredding.

FERPA. To the extent applicable to the Agreement, the Contractor shall protect and maintain all records, information and data collected pursuant to the Agreement in accordance with applicable state and federal laws and regulation, including without limitation, the Family Education Rights and Privacy Act, 20 U.S.C. § 1232g; 34 CFR Part 99 ("FERPA"). To the extent applicable, Contractor is deemed a "school official" as defined by FERPA. The participating district retains exclusive ownership and direct control of all records subject to FERPA ("Education Records"). Specifically, and without limiting the generality of the foregoing, the Contractor shall protect and maintain any and all Personally Identifiable Information

from Education Records of the participating district's students consistent with applicable FERPA regulations and shall fully cooperate with the district in any request for such information.

Prior to initiation of the Services under this Agreement and on an ongoing basis, thereafter, MDE agrees to provide notice to Contractor of any extraordinary privacy or data protection statutes, rules, or regulations which are or become applicable to MDE's industry and which could be imposed on Contractor as a result of provision of the Services. MDE will ensure that: (a) the transfer to Contractor and storage of any PII by Contractor is permitted under applicable data protection laws and regulations; and (b) MDE will obtain consents from individuals for such transfer and storage to the extent required under applicable laws and regulations.

Contractor shall maintain a hosting environment that undergoes examinations from an independent auditor in accordance with the American Institute of Certified Public Accounts SSAE 16 (i.e. SOC 1) and the AICPA Trust Services Principles Section 100a, Trust Services for Security, Availability, Processing Integrity, Confidentiality and Privacy (i.e. SOC 2). Contractor's private cloud shall be evaluated for the principles of Security, Availability and Confidentiality by the independent auditor. The data center in which Contractor's private cloud is located shall undergo pertinent security examinations. Management access to Contractor's private cloud shall be limited to Contractor's authorized support staff and MDE's authorized staff. The Applications shall provide MDE with the ability to configure application security and logical access per MDE's business processes. In the event MDE identifies a security issue, MDE will notify Contractor.

At a minimum, Contractor's safeguards for the protection of PII shall include: (i) limiting access of PII to authorized employees; (ii) securing business facilities, data centers, paper files, servers, back-up systems and computing equipment, including, but not limited to, all mobile devices and other equipment with information storage capability; (iii) implementing network, device application, database and platform security; (iv) securing information transmission, storage and disposal; (v) implementing authentication and access controls within media, applications, operating systems and equipment; (vi) encrypting PII stored on any mobile media; (vii) encrypting PII transmitted over public or wireless networks; (viii) strictly segregating PII from information of Contractor or its other customers so that PII is not commingled with any other types of information; (ix) implementing appropriate personnel security and integrity procedures and practices, including, but not limited to, conducting background checks consistent with applicable law; and (x) providing appropriate privacy and information security training to Contractor's employees. Any and all subcontractors shall adhere to the aforementioned protection and encryption (in transit and at rest) of PII, as well as follow the stated breach policy.

Contractor will comply with all applicable federal and state laws to resolve security breaches, and, to the extent Contractor is responsible for such security breaches, will cover the cost of remedial measures as required by such laws and otherwise consistent with this Agreement. MDE may seek equitable relief including a restraining order, injunctive relief, specific performance, and such other relief that may be available from a court in addition to any other remedy to which MDE may be entitled at law or in equity. Such remedies shall not be deemed to be exclusive but shall be in addition to all other remedies available at law or in equity.

At any time during the term of this Agreement at MDE's request or upon the termination or expiration of this Agreement for any reason, Contractor shall promptly return to MDE all copies, whether in written, electronic, or other form or media, of PII in its possession, or securely dispose of all such copies, and certify in writing to MDE that such has been returned to MDE or disposed of securely. Contractor shall comply with all reasonable directions provided by MDE with respect to the return or disposal of PII.

Upon MDE's request, to confirm Contractor's compliance with this Agreement, as well as any applicable laws, regulations and industry standards, Contractor grants MDE or, upon MDE's election, a third party on MDE's behalf, permission to perform an assessment, audit, examination or review of all controls in Contractor's physical and/or technical environment in relation to all PII being handled and/or services

being provided to MDE pursuant to this Agreement. Contractor shall fully cooperate with such assessment by providing access to knowledgeable personnel, physical premises, Documentation, infrastructure, and application software that processes, stores or transports PII for MDE pursuant to this Agreement.

It is understood and agreed that at least once per year, Contractor shall conduct site audits of the information technology and information security controls for all facilities used in complying with its obligations under this Agreement, including but not limited to, obtaining a network-level vulnerability assessment performed by a recognized third-party audit firm based on the recognized industry best practices. Contractor shall make the reports available to MDE for review. Any exceptions noted on the Statement on Standards for Attestation Engagements (SSAE) report or other audit reports will be promptly addressed with the development and implementation of a corrective action plan by Contractor's management and resolved, at Contractor's sole expense, within thirty (30) calendar days of the audit.

## **22. 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 proposal, 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 proposal, 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 proposal, had one or more public transactions (federal, state, or local) terminated for cause or default.

## **23. DISCLOSURE OF CONFIDENTIAL INFORMATION**

In the event that either party to this Agreement receives notice that a third-party has served upon it a subpoena or other validly issued administrative or judicial process ordering divulgence of the other party's data or other information, the party subject to the subpoena or other legal process shall promptly inform the other party at the earliest reasonable opportunity, unless prohibited by law from doing so. Thereafter, the party subject to the legal process shall respond 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.

## **24. 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 "Timely Payments for Purchases by Public Bodies" laws, which generally provide for payment of undisputed amounts by the Agency within 45 calendar days of receipt of invoice. *See* Miss. Code Ann. § 31-7-301, et seq.

## **25. E-VERIFICATION**

If applicable, Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act and will register and participate in the status verification system for all newly hired employees. Mississippi Code Ann. §§ 71-11-1 and 71-11-3. Contractor agrees to provide a copy of each verification upon request of the MDE subject to approval by any agencies of the United States Government. 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) 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; or,

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

## **26. ENTIRE AGREEMENT**

This agreement, including all contract documents, represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations or agreements, irrespective of whether written or oral. This agreement may be altered, amended, or modified only by a written document executed by the MDE and Contractor. Contractor acknowledges that it has thoroughly read all contract documents and has had the opportunity to receive competent advice and counsel necessary for it to form a full and complete understanding of all rights and obligations herein. Accordingly, this agreement shall not be construed or interpreted in favor of or against the MDE or Contractor on the basis of draftsmanship or preparation hereof.

## **27. 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.

## **28. EXCEPTIONS TO SOLICITATION**

Offerors taking exception to any part of the solicitation shall clearly indicate such exceptions in its offer. Failure to indicate any exception will be interpreted as the Offeror’s intent to comply fully with the requirements as written. Conditional or qualified offers, unless specifically allowed, shall be subject to rejection in whole or in part.

## **29. FAILURE TO DELIVER**

In the event of failure of Contractor to deliver services in accordance with the contract terms and conditions, the MDE after due oral or written notice, may procure the services from other sources and

hold Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the MDE may have.

### **30. FAILURE TO ENFORCE DOES NOT CONSTITUTE WAIVER**

Failure by the MDE at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the MDE to enforce any provision at any time in accordance with its terms.

### **31. 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. All parties shall make reasonable efforts to minimize the impact of the force majeure event on contract performance. The MDE may exercise any rights it has under the contract which are available when neither party is in default. 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.

### **32. 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.

### **33. INDEPENDENT CONTRACTOR STATUS**

Contractor shall, at all times, be regarded as and shall be legally considered an independent contractor and shall at no time act as an agent for the MDE. Nothing contained herein shall be deemed or construed by the MDE, Contractor, or any third party as creating the relationship of principal and agent, master and servant, partners, joint ventures, employer and employee, or any similar such relationship between the MDE and Contractor. Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any acts of the MDE or Contractor hereunder creates or shall be deemed to create a relationship other than the independent relationship of the MDE and Contractor.

Contractor's personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of the MDE. Neither Contractor nor its employees shall, under any circumstances, be considered servants, agents, or employees of the MDE, and the MDE shall be at no time legally responsible for any negligence or other wrongdoing by Contractor, its servants, agents, or employees.

The MDE shall not withhold from the contract payments to Contractor any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to Contractor. Further, the MDE shall not provide to Contractor any insurance coverage or other benefits, including Workers' Compensation, normally provided by the MDE for its employees.

#### **34. INFORMATION DESIGNATED BY AGENCY AS CONFIDENTIAL**

Any liability resulting from the wrongful disclosure of confidential information on the part of Contractor, or its subcontractor(s) shall rest with Contractor. Disclosure of any confidential information by Contractor or its subcontractor(s) without the express written approval of the MDE may result in the immediate termination of this agreement.

#### **35. 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.

#### **36. INFRINGEMENT INDEMNIFICATION**

Contractor warrants that the materials and deliverables provided to the MDE under this agreement, and their use by the MDE, will not infringe or constitute an infringement of any copyright, patent, trademark, or other proprietary right. Should any such items become the subject of an infringement claim or suit, Contractor shall defend the infringement action and/or obtain for the MDE the right to continue using such items without additional cost to the Agency. Should Contractor fail to obtain for the MDE the right to use such items, Contractor shall suitably modify them to make them non-infringing or substitute equivalent software or other items at Contractor's expense.

In the event the above remedial measures cannot possibly be accomplished, and only in that event, Contractor may require the MDE to discontinue using such items, in which case Contractor will refund to the MDE the fees previously paid by the MDE for the items the customer may no longer use, and shall compensate the MDE for the lost value of the infringing part to the phase in which it was used, up to and including the contract price for said phase. Said refund shall be paid within 10 business days of notice to the MDE to discontinue said use.

Scope of Indemnification: Provided that the MDE promptly notifies Contractor in writing of any alleged infringement claim of which it has knowledge, Contractor shall defend, indemnify, and hold harmless the MDE against any such claims, including but not limited to any expenses, costs, damages and attorney fees that a court finally awards for infringement based on the programs and deliverables provided under this agreement.

In the MDE's sole discretion, upon approval of the Office of the Mississippi Attorney General and the MDE, 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 and the MDE. Contractor shall be solely responsible for all costs and/or expenses associated with such defense, and the MDE 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 and the MDE, which shall not be unreasonably withheld.

### **37. 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.

### **38. LIQUIDATED DAMAGES**

**(1.)** All deliverables provided herein are subject to liquidated damages. The parties to this agreement recognize the importance of a timely and accurate assessment system for the Mississippi Department of Education, districts, schools, students, and parents of students. The parties agree that Licensor's nonperformance will result in injury to MDE. Nonperformance is defined as Licensor's failure to deliver the Deliverables free of Critical Errors by the date and time specified in the Assessment Testing Schedule and Deliverables Chart. "Critical Errors" are those that reasonably render the deliverable substantially unusable by the MDE, as determined by MDE. Licensor assumes all risks incurred in its selection of delivery method, including, but not limited to, electronic transfer (e-mails, facsimile, etc.). Licensor shall alert MDE as soon as it believes a Deliverable is at risk of not meeting its delivery date.

**(2.)** The parties to this Agreement recognize the importance of a timely and accurate assessment system for the MDE, districts, schools, students, and parents of students. The parties further agree that if nonperformance were to occur, it would be difficult to determine damages. Based on what the parties presently know, the parties agree that the amount of liquidated damages as set forth below are fair and reasonable and would not act as a penalty to the breaching party. MDE shall notify Licensor in writing of any claim for liquidated damages.

**(3.)** Parties agree to the following liquidated damages for Licensor's nonperformance:

- a. Interrupted or slowed test administration such as issues pertaining to outages and/or slowed responsiveness shall be assessed liquidated damages in an amount up to or equal to **\$10,000** per day not to exceed **7%** total value of the contract for the fiscal year in which the nonperformance occurs.
- b. Test content during administration such as issues with item rendering, item versioning, item selection/ordering shall be assessed liquidated damages in an amount up to or equal to **\$10,000** per day not to exceed **5%** total value of the contract for the fiscal year in which the nonperformance occurs.
- c. Test security such as unauthorized access and/or unauthorized exposure to assessment content shall be assessed liquidated damages in an amount up to or equal to **5%** total value of the contract for the fiscal year in which the nonperformance occurs.

- d. Data privacy and/or security such as unauthorized access and/or unauthorized exposure of personal identifiable information of student, teacher, the MDE staff, or other individuals shall be assessed liquidated damages in an amount up to or equal to **5%** total value of the contract for the fiscal year in which the nonperformance occurs.
- e. Unrecoverable data loss and/or corruption such as orphaned data, missing data and/or mis-linked data shall be assessed liquidated damages in an amount up to or equal to **7%** total value of the contract for the fiscal year in which the nonperformance occurs.
- f. Score validity (after reports are released) such as inaccurate item scores, inaccurate scale scores, and/or inaccurate performance levels shall be assessed liquidated damages in an amount up to or equal to **7%** total value of the contract for the fiscal year in which the nonperformance occurs.

**(4.)** The “Deliverables” pursuant to the table below shall be subject to liquidated damages of **\$10,000** per day per Deliverable if the Licensor fails to provide the deliverable by the deliverable date. If the MDE requests changes to the Deliverables that cause delays (apart from requests for changes that are due to critical errors), the Licensor shall not be assessed liquidated damages.

| <b>Deliverable (WCDKRA/S)</b>  | <b>Deliverable Date</b>  |
|--|--|
| First planning meeting   | On or before July 15th each year   |
| Non-secure materials available to District (e.g., TAM and TCM)                                     | No later than two (2) months prior to testing window (fall and spring)   |
| Secure materials in the District   | No later than two (2) weeks prior to testing window (fall and spring)    |
| Online tutorials available for District use  | No later than eight (8) weeks prior to testing window (fall and spring)  |
| Online Test Delivery System available for District Installation/Download                           | No later than three (3) months prior to testing window (fall and spring) |
| Test forms loaded in online test delivery system and online test delivery system ready for testing | No later than four (4) weeks prior to testing window (fall and spring)   |
| Reporting: WCKRAS Scores Posted for districts  | Fall testing – early February<br>Spring testing – late June              |
| Final invoice sent to MDE by 12:00 p.m. CT/CST   | No later than June 30th each year  |

**Note: Dates of deliverables will be agreed upon when the testing calendars are released with an agreement in writing signed by both parties.**

- (5.)** To the extent that Contractor’s nonperformance is excused, liquidated damages shall not be assessed.
- (6.)** To the extent that failure to timely and correctly complete a key Deliverable is caused by or would not have occurred but for acts or failures to act by the State, the MDE, Local Education Agency, or by actions of a third party outside the control of the parties, liquidated damages shall not be assessed.
- (7.)** In the event of complete failure of performance, the liquidated damages provisions shall not apply and MDE may pursue any other legal or equitable remedies available to it.

**39. MINOR INFORMALITIES AND IRREGULARITIES**

The MDE has the right to waive minor defects or variations of a [bid, proposal, qualification, application] from the exact requirements of the specifications that do not affect the price, quality, quantity, delivery, or performance of the services being procured and if doing so does not create an unfair advantage for any Offeror. If insufficient information is submitted by a Offeror for the MDE to properly evaluate the offer, the MDE has the right to require such additional information as it may deem necessary after the submission deadline, provided that the information requested does not change the price, quality, quantity, delivery or performance time of the services being procured and such a request does not create an unfair advantage for any Offeror. (Information requested may include, for example, a copy of business or professional license, or a work schedule.)

**40. MODIFICATION OR RENEGOTIATION**

The parties agree to renegotiate the agreement in good faith if federal and/or state revisions to any applicable laws or regulations make changes in this agreement necessary. This agreement may be modified only by written agreement signed by the parties hereto and approval by the SBE and Public Procurement Review Board, if required.

**41. NO LIMITATION OF LIABILITY**

Nothing in this agreement shall be interpreted as excluding or limiting any liability of the Contractor for harm arising out of the Contractor's or its subcontractors' performance under this agreement.

**42. ORAL STATEMENTS**

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this contract. All modifications to the contract shall be made in writing by the MDE, agreed to by Contractor and approved by the SBE and Public Procurement Review Board, if required.

**43. PAYMODE**

Payments by the MDE using the state's accounting system shall be made and remittance information provided electronically as directed by the State and deposited into the bank account of Contractor's choice. The MDE 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 Agency is exempt from the payment of Mississippi taxes. All payments shall be in United States currency.

**44. 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. must be stated in the solicitation describing the method in which any price adjustment will be calculated, the triggering event which makes the price adjustment clause to be enacted.
- b. by agreement on a fixed price adjustment before commencement of the Additional performance;
- c. by unit prices specified in the contract;
- d. 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,

e. by the price escalation clause.

(2) **Submission of Cost or Pricing Data.** Contractor shall provide cost or pricing data for any price adjustments

#### **45. PROCUREMENT REGULATIONS**

The contract shall be governed by the applicable provisions of the Mississippi Information Technology Services Office Rules and Regulations, a copy of which is available on the Mississippi Department of Information Technology Services Office website ([www.its.ms.gov](http://www.its.ms.gov)). Any Offeror responding to a solicitation for technology services and any contractor doing business with a state Agency is deemed to be on notice of all requirements therein.

#### **46. PROPERTY RIGHTS**

Property rights do not inure to any Offeror until such time as services have been provided under a legally executed contract. No party responding to this RFP has a legitimate claim of entitlement to be awarded a contract or to the provision of work thereunder. The MDE is under no obligation to award a contract and may terminate a legally executed contract at any time.

#### **47. RECOVERY OF MONEY**

Whenever, under the contract, any sum of money shall be recoverable from or payable by Contractor to the MDE, the same amount may be deducted from any sum due to Contractor under the contract or under any other contract between Contractor and the MDE. The rights of the MDE are in addition and without prejudice to any other right the MDE may have to claim the amount of any loss or damage suffered by the MDE on account of the acts or omissions of Contractor.

#### **48. RENEWAL OF CONTRACT**

The contract may be renewed at the discretion of the MDE for the term specified in the solicitation under the same prices, terms, and conditions as in the original contract. The total number of renewal years permitted shall not exceed the term specified in the solicitation.

#### **49. CONTRACTOR'S REPRESENTATION REGARDING CONTINGENT FEES**

By submitting this proposal, the offeror represents that it has not retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract. If contractor cannot make such representation, a full and complete explanation shall be submitted in writing to MDE prior to contract execution.

#### **50. REPRESENTATION REGARDING GRATUITIES**

Offeror represents that it has not, is not, and will not offer, give, or agree to give any employee or former employee of the MDE a gratuity or offer of employment in connection with any approval, disapproval, recommendation, development, or any other action or decision related to the solicitation and resulting contract. Contractor further represents that no employee or former employee of the MDE has or is soliciting, demanding, accepting, or agreeing to accept a gratuity or offer of employment for the reasons previously stated; any such action by an employee or former employee in the future, if any, will be rejected by contractor. Contractor further represents that it is in compliance with the Mississippi Ethics in Government laws, codified at Miss. Code Ann. §§ 25-4-101 through 25-4-121, and has not solicited any employee or former employee to act in violation of said law.

#### **51. REQUIRED PUBLIC RECORDS AND TRANSPARENCY**

Upon execution of a contract, the provisions of the contract which contain the personal or professional services provided, the unit prices, the overall 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 pursuant to Miss. Code Ann. § 25-61-9(7). The contract shall be posted publicly on [www.transparency.ms.gov](http://www.transparency.ms.gov) and shall be available for at the Agency for examination, inspection, or reproduction by the public. The Offeror acknowledges and agrees that the MDE and this contract are subject to the Mississippi Public Records Act of 1983 codified at Miss. Code Ann. §§ 25-61-1, *et seq.*, and its exceptions, Miss. Code Ann. § 79-23-1, and the Mississippi Accountability and Transparency Act of 2008, codified at Miss. Code Ann. §§ 27-104-151, *et seq.*

## **52. 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.

## **53. 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.

## **54. 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.

## **55. STATE PROPERTY**

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

## **56. STOP WORK ORDER**

The MDE may, by written order to Contractor at any time, require Contractor to stop all or any part of the work called for by this contract. This order shall be for a period of time specified by the MDE. Upon receipt of such an order, Contractor shall forthwith comply with its terms and take all reasonable steps to minimize any further cost to the MDE. Upon expiration of the stop work order, Contractor shall resume providing the services which were subject to the stop work order, unless the MDE has terminated that part of the agreement or terminated the agreement in its entirety. The MDE is not liable for payment for services which were not rendered due to the stop work order.

## **57. TERMINATION**

**Termination for Convenience.** The MDE may, when the interests of the Agency so require, terminate this contract in whole or in part, for the convenience of the Agency. The MDE shall give written notice of the termination to Contractor specifying the part of the contract terminated and when termination becomes effective. 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

complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

**58. 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.

**59. THIRD PARTY ACTION NOTIFICATION**

Contractor shall give the customer prompt notice in writing of any action or suit filed, and prompt notice of any claim made against Contractor by any entity that may result in litigation related in any way to this agreement.

**60. 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.

**61. 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.

**EXHIBIT H**  
**ASSURANCES AND CERTIFICATIONS**

**REPRESENTATION REGARDING CONTINGENT FEES:** Offeror 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 Offeror's proposal.

**REPRESENTATION REGARDING GRATUITIES:** Offeror represents that it has not, is not, and will not offer, give, or agree to give any employee or former employee of the MDE a gratuity or offer of employment in connection with any approval, disapproval, recommendation, development, or any other action or decision related to the solicitation and resulting contract. Offeror further represents that no employee or former employee of the MDE has or is soliciting, demanding, accepting, or agreeing to accept a gratuity or offer of employment for the reasons previously stated; any such action by an employee or former employee in the future, if any, will be rejected by contractor. Offeror further represents that it is in compliance with the Mississippi Ethics in Government laws, codified at Mississippi Code Annotated §§ 25-4-101 through 25-4-121, and has not solicited any employee or former employee to act in violation of said law.

**CERTIFICATION OF INDEPENDENT PRICE DETERMINATION:** The Offeror 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 proposal, 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 Offeror's proposal that such Offeror 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 Offeror 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.

**EXHIBIT I**  
**RELEASE OF PROPOSAL AS PUBLIC RECORD**

Offerors shall acknowledge which of the following statements is applicable regarding the release of its proposal as a public record. An Offeror may be deemed non-responsive if the Offeror does not acknowledge either statement, acknowledges both statements, or fails to comply with the requirements of the statement acknowledged.

**Choose one:**

\_\_\_\_\_ Along with a complete copy of its proposal, Offeror has submitted a second copy of the proposal in which all information Offeror deems to be confidential commercial and financial information and/or trade secrets is redacted in black. Offeror acknowledges that it may be subject to exclusion if the MDE determine redactions were made in bad faith in order to prohibit public access to portions of the proposal which are not subject to Mississippi Code Annotated §§ 25-61-9, 75-26-1 through 75-26-19, and/or 79-23-1. Offeror acknowledges and agrees that the MDE may release the redacted copy of the proposal at any time as a public record without further notice to Offeror. An Offeror who selects this option but fails to submit a redacted copy of its proposal may be deemed non-responsive.

\_\_\_\_\_ Offeror hereby certifies that the complete unredacted copy of its proposal may be released as a public record by the MDE at any time without notice to Offeror. The proposal contains no information Offeror deems to be confidential commercial and financial information and/or trade secrets in accordance with Mississippi Code Annotated §§ 25-61- 9, 75-26-1 through 75-26-19, and/or 79-23-1. Offeror explicitly waives any right to receive notice of a request to inspect, examine, copy, or reproduce its bid as provided in Mississippi Code Annotated § 25-61-9(1)(a). An Offeror who selects this option but submits a redacted copy of its proposal may be deemed non-responsive.

**EXHIBIT J**  
**MDE RFP RESPONSE CHECKLIST**

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Offerors shall thoroughly examine all aspects of this Request for Proposals and be responsive to all stated requirements. All of the materials identified and requested must be submitted with the Proposal package and made a part of the proposal package. Failure to submit any required information may be grounds for rejection.

**RFP Response Checklist:**

The items below should be included in your response to this RFP:

- ✓ Proposal Format followed
- ✓ An **original** copy of the proposal, labelled with tabs, including all sections and exhibits
- ✓ For shipping, a USB drive is included in the original copy of the proposal. The searchable Microsoft Office® format, preferably in Word® or Portable Document Format (PDF®) shall be included in the side pocket of the original notebook
- ✓ Cover Letter
- ✓ Submission & Configuration Summary Sheet, signed and dated **(Exhibit A)**
- ✓ Offeror Response to Minimum Qualifications **(Section II)**
- ✓ Point-by-Point Response to Technical Specifications **(Section III)**
- ✓ Proposal Exception Summary Form, if applicable **(Exhibit B)**
- ✓ Offeror Response & Requested Documentation to RFP Questionnaire **(Exhibit C)**
- ✓ References **(Exhibit D)**
- ✓ Acknowledgement of Amendments **(Exhibit E)**
- ✓ Offeror Response to Cost Information Submission Form **(Exhibit F)**
- ✓ Review of Standard Terms and Conditions **(Exhibit G)**
  - *Any exceptions should be listed on Exhibit B*
- ✓ Review of Assurances and Certifications **(Exhibit H)**
  - *Any exceptions should be listed on Exhibit B*
- ✓ Release of Proposal as Public Record **(Exhibit I)**