



To Whom It May Concern:

The North Mississippi Education Consortium (NMEC) is pleased to announce the Request for Proposals for “College and Career Academy Training and Implementation Contract.” Details for the proposal are included in this packet. All proposals should include a Transmittal Form, Vendor Profile, Proposed Plan/Scope of Work, Budget, Standard Terms and Conditions, Prospective Contractor’s Representation Regarding Contingent Fees, and Proprietary Information Form. Proposals are due by July 15, 2022, 11:59 p.m. CST and should be submitted on this RFP page.

Sincerely,  
Jimmy Weeks  
Director, NMEC

PROPOSAL TRANSMITTAL FORM

**Implementing School Improvement Practices for Improved Outcomes**

Name of Vendor: \_\_\_\_\_

Contact Person: \_\_\_\_\_

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

Vendor's Address: \_\_\_\_\_

\_\_\_\_\_

Phone Number: \_\_\_\_\_

DUNS Number: \_\_\_\_\_

By my signature below, I hereby represent that I am authorized to and do bind the offering vendor to the provisions of the attached proposal. The undersigned offers and agrees to perform the specified personal and professional services in accordance with provisions outlined in the Request for Proposals (RFP). Furthermore, the undersigned fully understands and assures compliance with the Solicitation Conditions and Standard Terms and Conditions contained in the RFP. The undersigned is fully aware of the evaluation criteria to be utilized in awarding the contract.

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

\_\_\_\_\_  
Date

The North Mississippi Education Consortium, on behalf of Mississippi Department of Education, is seeking a multi-year partnership with a qualified organization that will aid in the implementation and training components of Career Academies in no fewer than 40 school districts across the state.

**A. REQUEST FOR INFORMATION**

Questions concerning the RFP should be sent to Susan Scott [sscott@olemiss.edu](mailto:sscott@olemiss.edu). The deadline for submitting written questions will be **July 11, 2022 at 5:00 p.m. CST**. All responses to questions will be answered and posted on the NMEC RFP page for this proposal.

**B. DUE DATE for Proposal**

The proposal must be submitted on the NMEC RFP page by **July 15, 2022, at 11:59 p.m. CST**.

**C. RESPONSIBILITY OF THE OFFERING ENTITY**

- Ensure that all competitive proposals, within the deadline, will be accepted.
- Proposals will not be accepted after the deadline.
- Incomplete proposals will not be evaluated.
- NMEC will not share trade secrets, as noted in Part VII-Proprietary Information.
- Intent to award by July 21, 2022 via email.

**D. SCOPE OF WORK AND RESPONSIBILITIES**

**BACKGROUND**

The North Mississippi Education Consortium (NMEC) is a non-profit Regional Education Service Agency that serves as a partner with the Mississippi Department of Education (MDE). Our goal is to provide support for MDE in serving school districts across the state.

**Purpose/Scope of Work:**

The North Mississippi Education Consortium, on behalf of Mississippi Department of Education, is seeking a multi-year partnership with a qualified organization that will aid in the implementation and training components of Career Academies in no fewer than 40 school districts across the state. This support will include complete educational redesign in selected districts by working with district/school administrators, teachers, counselors, and district central office staff. The purpose of this partnership is to support the MDE's Career Academy Initiative, improve academic growth and achievement for high school students, and prepare all students for further study and high-wage, high-demand careers. The organization will help the MDE in the development, implementation, and cross-curricular design process of new Career Academy Programs, as well as provide additional support to the already existing Career Academy Programs. High school career academies date back over fifty years and have been a

growing presence in the country for the last quarter century, and many schools and districts have embraced the approach. There are an estimated 7,000 career academies in operation, enrolling about one million students. Extensive research (MDRC experimental study; Johns Hopkins, UC Berkeley quasi-experimental studies) has shown that the impact of career academies has been felt from an academic, economic, workforce development, and social perspective. Career academies are designed to prepare students for both college and careers. They are schools within schools that link students with peers, teachers, and community partners in a structured environment that simultaneously fosters both academic and professional success.

The organization working with the MDE will provide on-site professional development, coaching, and technical assistance services to help each school successfully transform into individualized small learning communities with specific career foci for students by planning for and implementing the National Career Academy Coalition's Career Academy Model. Successful career-themed academies require a complete school redesign. The organization's support plan and implementation of that plan will include curriculum development, innovative | instruction methods that must include cross-curricular academic cohorts, 21st century Career Academy professional development, and student support services centered on career themes in career academies. The organization's plan shall reflect the considerable work that must be done in order to aid the growing number of Career Academy Districts in Mississippi in realizing their ambitious goals for academy development and implementation. Mississippi has many Career Academy schools and districts in various stages of implementation, and the organization must improve each unique Academy while holding true to the NCAC's National Standards of Practice. The organization's plan must also include adequate time and support to achieve the goals set forth by the MDE, including proof of adequate staffing and institutional knowledge of Career Academies sufficient to accomplish the goals. The organization will aid the MDE in training districts how to implement personalized small learning communities where each student is connected to one of these schools-within-a-school by identifying a career choice of interest that will serve to define their high school educational plan and goals, course selections, extracurricular activities, industry certifications, dual credit, and work-based learning opportunities. Because Career Academies are so complex, the organization must show that they have extensive experience working with districts/schools to implement the NCAC Career Academy model with fidelity.

The organization must aid the MDE in helping prepare Career Academy Districts/Schools to achieve the following:

1. Reduction of failure rates, improved CTE completion rates and improved high school graduation rates through engaging, relevant coursework and increased opportunities to complete assignments directly related to the individual student's interests and career aspirations.

2. Every student has an educational focus that leads to and/or includes specific positive outcomes enhancing that student's opportunity to achieve their career aspirations regardless of whether they go directly into the workforce or into post-secondary education without remediation.

3. The entire faculty owns the goal of graduating students postsecondary and career ready by mastering and implementing all Career Academy principles and embracing the ten (10) NSOPs;

4. There are relevant learning experiences in all classes and students see a connection between course standards and what is required to fulfill their personal life's goals and/or career aspirations.

5. There is a climate of high expectations and each student experiences rigorous and relevant cross-curricular Project-Based Learning assignments and each academy department aligns curriculum and content accordingly.

6. There is an organizational and scheduling structure for academic cross-curricular teams of teachers with common planning times to advance students' readiness for careers and postsecondary studies.

7. There is a collective mission of the school to close gaps that exist among minority populations in opportunities, experiences, and expectations.

The following are a set of proposed goals for a two-year project, with a bi-annual review of services. The organization will aid in the implementation and training required to achieve all these goals.

The organization must be prepared to work with MDE and selected districts/schools to set specific target goals to ensure the plan of work is implemented with results. The organization, alongside the MDE, will work to build capacity over time in the districts that are implementing Career Academies across the state. This process of maintaining a network of Mississippi Career Academy ecosystems will lead to a sustainable initiative that will serve the students of the state for years to come. The organization, under the guidance of the MDE, will engage the faculty and staff of member schools in adopting, mastering, and implementing academy goals.

By the end of the project, the MDE expects Mississippi Career Academies to:

1. Have made progress in a number of student performance goals according to state accountability measures.
2. Have implemented comprehensive reforms that include improvements in school design and classroom practices with special emphasis on curricular alignment across all four academic subject areas and the career themed classes as well as implementing Project Based Learning as the dominant assessment method.
3. Have developed school and teacher leadership capacity to be able to redesign the school and expand Career Academies to additional schools. Create teams of leaders who will expand and train other leaders.
4. Have created organizational structures that support teachers working together in new Academy departments rather than traditional academic departments. The organization must train teachers how to accomplish this practically and on a daily basis.
5. Prioritize and train staff on providing personalized extended support services to every student that will lead to the highest probability for success for each-and-every child.

These goals support the following State Board of Education Strategic Goals:

1. All Students Proficient and Showing Growth in All Assessed Areas
2. Every Student Graduates from High School and is Ready for College and Career
3. Every School Has Effective Teachers and Leaders
4. Every Community Effectively Using a World-Class Data System to Improve Student Outcomes
5. Every School and District is Rated C or Higher

Additionally, the organization's efforts will assist MDE's goal of obtaining "Model" status in each Career Academy based on the National Career Academy Coalition's (NCAC) National Standards of Practice (NSOP) and national reviews. The majority of the support will be targeted toward NSOP 7, Teaching and Learning, while also supporting the MDE staff in work toward NSOP 4, Faculty and Staff, NSOP 5, Professional Development and NSOP 10, Sustainability. Professional development and coaching services will enable participating districts to realize their goal of creating greater opportunities for their students, while simultaneously accomplishing the educational goals of the state of Mississippi.

**Specific Scope of Work and Responsibilities are to Include:**

The Mississippi Department of Education (MDE) is seeking an Offeror that has experience with providing Career Academy coaching, professional learning and planning services to teachers, counselors and administrators in grades 8-12.

The successful Offeror will serve as an educational support team to MDE and local education agencies (LEAs) and will provide cohesive, on-going, classroom-focused (job-embedded) professional development and Career Academy instructional coaching for a select number of identified public schools serving students in grades 8-12. The MDE will work with the Offeror to identify the individual schools for which they have the capacity to provide support. The Offeror must provide an adequate number of qualified coaches to service up to and including 40 districts across the state. The MDE seeks to support a maximum of 40 districts throughout the state that serve grades 8-12. Support must be differentiated by school, based on needs of the administration, staff and student performance data, while maintaining rigor, engagement, and alignment to the National Career Academy Coalition's 10 National Standards of Practice.

\*Offeror and/or instructional coaches must have a proven record of successful implementation of a similar program or scope of work described herein, as demonstrated by school or district level performance data (state or local), in addition to demonstrating evidence of:

- o Providing large or small scale supports to local school districts in the area of Career Academy development and implementation.
- o Working with administrators, counselors, curriculum directors, teachers, and/or content teacher leaders to evaluate, develop, execute, and communicate an instructional plan of action based on the Career Academy Model.

\* Offeror and/or instructional coaches must be willing to work in-person and virtually (through ZOOM, TEAMS or similar secured conference platform) with a select number of schools based

on MDE's evaluation of local level Career Academy development assessment data in grades 8-12.

- \* Offeror to develop and execute an individualized/customized instructional plan of action (POA) for each district/school. Instructional supports may be added (or modified) to the POA if determined and agreed upon by the school leadership, and communicated with the MDE. These changes should be identified in the written monthly update/report described in the subsequent paragraphs.

- \* The instructional (POA) described above must be evaluated and shared with the MDE within seven (7) calendar days of finalizing each district/school (POA). The results may be included in the immediate, upcoming monthly update/report.

- \* Offeror must be able to identify a project manager that will serve as the main point of contact for all correspondence between the MDE related to the services offered. Said project manager must be able to:

- o Provide a monthly written update/report by the 30th of each month, submitted via email with quantifiable and qualitative data about the coaching services being provided at each school with the understanding that this information may be shared in a public and/or internal setting thereafter (e.g. State Board of Education meetings, etc.), and

- o as a follow up to the aforementioned written monthly updates/reports, participate in an in-person or virtual (through ZOOM, TEAMS or similar secured conference platform) meeting with the MDE within five (5) business days to discuss, and where appropriate, be open to considerations from the MDE for modifications for upcoming support for a particular district and/or school based on data discussions.

- \* Offeror and/or instructional coaches must have working, institutional knowledge of the Career Academy model.

- \* Offeror and/or instructional coaches must have working knowledge of current resources developed by the MDE to support the teaching and learning process in Career Academies within the prescribed districts/schools.

- \* Offeror and/or instructional coaches must be willing to provide:

- o in-person training, modeling and/or co-teaching (beginning no later than Month 2),
  - o alignment of standards, curriculum and content amongst the Career Academy Cohort,and

- o support in the development of Career Academy cross-grade articulation continuums. This support may be in-person or virtually (through ZOOM, TEAMS or similar secured conference platform) and include assistance using the state-adopted textbooks and/or district-purchased instructional materials for academic cross-curricular project-based learning to enhance instruction.

\* Offeror and/or instructional coaches must work with the leadership team at each selected district/school to coordinate pre-conferences, in-person observations, assessments, in-person modeling and/or coteaching experiences, and post conferences. Post conferences may occur in-person or virtually (through ZOOM, TEAMS or similar secured conference platform). Offeror and/or instructional coaches must be willing to participate (i.e., present or facilitate sessions) in at least one (1) agreed upon state-wide professional development opportunity being hosted by the MDE with open enrollment for Career Academy faculty, staff and/or teachers (e.g., conference, training, professional development, summit, etc.) that may occur between May 1, 2022 and May 30, 2023.

o All materials, resources, handouts, etc. that will be presented/used at said learning or professional development opportunity must be reviewed (and, where appropriate, modified based on suggestions) two (2) weeks prior by the MDE.

\* Offeror and/or instructional coaches must be willing to provide cross-curricular content expertise in the form of minimal written or verbal feedback on Career Academy instructional resources, documents, and/or materials that may be developed by the MDE.

\* Offeror and/or instructional coaches must be willing to work with the MDE to coordinate, develop and deliver at minimum three (3) full-day regional professional development workshops for a cohort of selected teachers from the selected districts/schools being served under this contract. The aforementioned cohort of teachers will be identified in conjunction with the MDE based on data discussions. Scheduling TBD by the Offeror and MDE.

\* Offeror and/or instructional coaches must demonstrate the ability to be flexible to meet Mississippi and/or requirements and timelines.

### **Leadership Capacity and School Organizational Structure**

Each school, with district support, will implement key features for achieving performance outcomes through a career academy. Leadership for continuous improvement is a vital foundation for this effort followed closely by a school organizational and scheduling structure where teacher teams can work together to implement research-based instructional practices with fidelity through professional learning communities. A continuous improvement structure includes:

- Having school and teacher leaders sharing a common vision for transforming the school so each individual person takes ownership of the improvement efforts by planning to achieve the vision in year one and implementing the changes required in succeeding years.
- Creating a culture of continuous improvement where all teachers collaborate to develop plans to address problems in the school and use ongoing professional development and study teams to improve their practices.
- Having school leaders support teachers to improve their instruction through effective planning and follow-up to professional development, use of classroom observations with feedback and a continuous focus on instruction as key to the school's success.



These goals provide a vision for improvement and will be the foundation for the support to be provided. Offeror supports schools having a functional mission of preparing more students for rigorous high school courses — and, ultimately, for most students to graduate prepared for college and careers. This mission will drive the improvement efforts of this project. While this work will be done primarily by MDE staff, Offeror will provide Academy Design Coaching support as directed by MDE staff.

### **Student Performance Goals**

At the end of two years this partnership will have laid the foundation for continuous improvement in a number of student performance indicators including:

1. Percentage of students receiving credentials/certifications and/or qualifying scores on the College and Career Readiness Indicator for state accountability.
2. Percentage of students scoring at or above grade level on statewide English Language Arts, Science,
3. The number of students who go on to post-secondary studies but do not require remedial coursework.

### **Quality Assignments to Improve Rigor and Relevance**

Student assignments that result in deep learning are important to raising student achievement. Teachers must create relevant assignments and find ways to help students master content. The focus of this training is: **(1)** to guide teachers in crafting high-quality assignments, and **(2)** to help educators understand the powerful impact that assignments can have on teaching and learning. Teacher leaders will participate in Quality Assignments training sessions to include professional development and job-embedded technical assistance. The ultimate goal for this initiative will be for multidisciplinary teams of teachers assigned to career-themed academies to create cross-curricular Project-Based Learning (PBL) units that apply the standards of the content area in a real-world scenario where students are required to solve problems that may be encountered in a field relevant to their career cluster.

### **Professional Development and Coaching for Teachers on Strategies for the Design and Delivery of High-Quality Assignments Using Powerful Instructional Practices**

This will also include activities related to customizing assignments to address state standards within the theme of the career academy to ensure relevance and student engagement. Literacy Professional Development: Offeror's literacy professional development shows academic and CTE teachers how to create literacy-based assignments to engage students in using reading grade-level texts in all subject areas and expressing their deep understanding of those texts orally and in writing. Offeror supports teachers with out-of-class guided instruction in planning assignments that engage students in challenging learning experiences in addition to embedded classroom coaching and feedback. Career Academy principles and standards will be utilized to deepen instructional practice as it relates to each discipline. Mathematics Professional Development: Offerors math professional development helps teachers to shift their instruction from a procedural, test-prep approach to a balanced approach in which students learn how to apply math concepts to solve complex abstract and real-world problems within their career

theme. Math teachers use formative assessment lessons and strategies to enhance students' procedural fluency and ability to apply knowledge and reasoning skills.

### **Project-Based Learning**

Project-Based Learning professional development and coaching will equip teams of teachers to work together to improve their assignments both in academic and technical classrooms. Academic and CTE teachers will form teams according to the academy assigned and use a rubric to assess their current assignment practices and strategies to redesign their assignments. The redesign of the assignments will provide opportunities for students to apply their critical thinking, problem solving and literacy skills to complete the assignments. The teachers will also learn and practice how to work collaboratively on assignments to increase the rigor. Teachers will create PBL assignments that:

1. Take several days/weeks/months to complete and would involve a blend of learning — classroom lab, team and independent learning — along with enabling learning activities.
2. Use higher-order thinking skills for critical thinking and problem solving, exercising judgment, and researching, designing, building, testing, evaluating, and revising work or projects.
3. Do background research by reading books, technical documents, articles by experts, etc.
4. Have both formative and summative assessments with feedback and opportunities for relearning and revision.
5. Have students to reflect on what they are learning and see a connection between academic and CTE studies.
6. Learn to fully integrate technology and software to complete projects.
7. Frame or refine the project/problem, develop possible solutions, prepare a work plan, develop a logical argument for the plan; do authentic work that would be expected in the workplace.
8. Demonstrate 21st Century Skills, defined by industry.
9. Apply core academic skills in literacy, mathematics, and science to the final exhibitions of the PBL assignments.

**Types of Services:** Virtual, Face to Face and Hybrid

**Location:** State of Mississippi

**Deliverables** (Timeline for the Deliverables): As per the timetable of work over the two-year period and based upon individual district needs.

**Evaluation Criteria for Services:** Bi-Annual relevance, effectiveness, impact, coherence, efficiency, and sustainability evaluations done by the MDE Academy team.

**Special Qualifications:** The organization that wins the contract must have extensive experience in all aspects of Career Academy planning, development, and implementation with regard to adherence to NCAC's 10 national standards of practice. This experience must include working directly with schools, on-the-ground in all these areas of expertise.

**Additional Desired Qualifications:** Must have experience in professional development techniques involving cross-curricular academic Project-Based Learning, capstone project development and implementation, and master scheduling. The organization must include evidence of successful Academy implementation of similar/exact services rendered in the past to other school districts.

**Proposal Timeline-**

Advertise – June 30, 2022

Advertise – July 7, 2022

Questions due – July 11, 2022, by 5:00 PM CST

Proposals Due – July 15, 2022 by 11:59 PM CST

Intent to Award – By July 21, 2022 via email

**E. TIME FRAME**

- The contractual period will be during July 2022- September 30, 2024, depending on funding availability and satisfactory of services rendered. Renewal of the contract for additional years shall be at the discretion of the MDE and shall be determined annually and is contingent upon legislative appropriations, successful completion of the services in the preceding time period of the initial contract, and performance evaluation.
- A contract may be awarded to the vendor whose proposal is determined to be the most advantageous to the State, taking into consideration the price and the evaluation factors set forth in the solicitation.

**F. TYPE OF CONTRACT**

Contractual terms will be discussed and negotiated after award.

**G. CONTRACTOR REQUIREMENTS**

The contractor will be responsible for all tasks required to complete the project as described in the Scope of Work.

**H. FORMAT AND PROCEDURE FOR DELIVERY OF PROPOSAL**

The proposal will consist of:

**Part I-** Proposal Transmittal Form- This form (attached) should serve as the cover page of the vendor's proposal.

**Part II- Vendor Profile-** The Vendor Profile shall provide satisfactory evidence of the vendor's capability to manage and coordinate the types of activities and to provide the services described in this RFP in a timely manner. Special attention should be given to the Qualifications sections of this RFP. A discussion shall include a description of the vendor's background and relevant experience as related to the described activities. A description and details of the relevant experience shall be included. A minimum of three (3) references and resumes of all personnel to be assigned to the project shall be provided. References will be contacted and interviewed according to the services provided. Samples of previous work may be included.

**Part III- Proposed Plan-** The proposal shall provide a detailed plan describing how the services will be performed to meet the requirements of the RFP. The description shall encompass the requirements of Part I and Part II of this RFP. The proposal must detail the number of staff proposed, include a detailed plan of how each will be included in the process, and provide documentation of each staff member's expertise in the content area assigned. The proposal shall include a detailed timeline of services that is prepared and organized in a clear and concise manner and is easily understandable. The proposal shall address the tasks to be accomplished, processed to be undertaken to accomplish those tasks, and a proposed timeline for completion.

**Part IV- Budget-** The budget shall include the cost proposal and must encompass all requirements of this RFP. The vendor must submit a budget narrative/cost proposal that addresses all costs for services, expenses, and products specified in this RFP. In addition, a budget summary should be completed for the proposal. The budget will not exceed \$6,856,000.00.

**Part V- Standard Terms and Conditions-** By completing the Standard Terms and Conditions, the vendor indicates agreement with the terms and conditions set forth in this RFP. If the vendor objects to any of the terms and conditions, the vendor shall so state and shall indicate any revisions desired by the vendor. Please note that any revisions shall be considered an adequate cause for the rejection of the proposal.

**Part VI- Prospective Contractor's Representation Regarding Contingent Fees-** This form shall be completed and attached to the RFP response.

**Part VII- Proprietary Information –** This form must be completed and attached to the RFP response.

**I. ACCEPTANCE OF PROPOSALS**

NMEC/MDE reserves the right, in its sole discretion, to waive minor irregularities in proposals. A minor irregularity is a variation of the RFP, which does not affect the price of the proposal, or give one party an advantage or benefit not enjoyed by other parties, or adversely impacts the interest of MDE. Waivers, when granted, shall in no way

modify the RFP requirements or excuse the party from full compliance with the RFP specifications and other contract requirements if the party is awarded the contract.

NMEC/MDE reserves the right to award the proposal for professional education services (or portions) to one or more than one vendor.

**J. REJECTION OF PROPOSALS**

A proposal shall be rejected in whole or in part when it is determined to not be in the best interest of the MDE. Reasons for rejecting a proposal include(s), but are not limited to:

- \*The proposal contains unauthorized amendments to the requirements of the RFP.
- \*The proposal is conditional.
- \*The proposal is incomplete or contains irregularities, which make the proposal indefinite or ambiguous.
- \*The proposal is not signed by an authorized representative of the party.
- \*The proposal contains false or misleading statements or references.
- \*The offering vendor is determined to be non-responsive.
- \*The proposal price is clearly unreasonable.
- \*The products or service item offered in the proposal is unacceptable by reason of its failure to meet the requirements of the specifications or permissible alternates or other acceptable criteria set forth in the RFP.
- \*The required number of proposals was not submitted.

Exceptions: The NMEC/MDE reserve the right to reject any and all proposals, to negotiate with the best proposed offering vendor to address issues other than those described in the proposal, to award a contract to other than the low offering vendor, or not to make any award if it is determined to be in the best interest of the MDE.

**K. DISPOSITION OF PROPOSALS**

All submitted proposals become the property of NMEC/MDE and will not be returned to the offering vendor.

**L. CONDITIONS OF SOLICITATION**

The release of the RFP does not constitute an acceptance of any offer, nor does such release in any way obligate the NMEC/MDE to execute a contract with any other party.

The offering vendor shall assure compliance with the following conditions of solicitation:

1. Any proposal submitted in response to the RFP shall be in writing.
2. The NMEC/MDE will not be liable for any costs associated with the preparation of proposals or negotiations of contract incurred by any party.
3. The award of a contract for any proposal is contingent upon the following: • Favorable evaluation of the proposal, • Approval of the proposal by the NMEC/MDE • Successful negotiation of any changes to the proposal as required by NMEC/MDE

4. Likewise, NMEC/MDE also reserves the right to accept any proposal as submitted for a contract award, without substantive negotiation of offered terms, services, or prices. Therefore, all parties are advised to propose their most favorable terms initially.

Discussions may be conducted with offering vendors who submit proposals determined to be reasonably susceptible of being selected for the award for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements, but proposals may be accepted without such discussions.

5. Any proposal received after the time and date set for receipt of proposals is late. Any withdrawal or modification of a proposal received after the time and date set for receipt of proposals at the place designated for receipt is late. No late proposal, late modification, or late withdrawal will be considered.

6. Bidders shall acknowledge receipt of any amendment to the solicitation by signing and returning the amendment with the bid, by identifying the amendment number and date in the space provided for this purpose on the bid form, or by letter. The acknowledgment must be received by NMEC by the time and at the place specified for receipt of bids.

7. The bidder certifies that the prices submitted in response to the solicitation have been arrived at independently and without – for the purpose of restricting competition – any consultation, communication, or agreement with any other bidder or competitor relating to those prices, the intention to submit a bid, or the methods or factors used to calculate the bid prices.

8. NMEC/MDE reserves the right to cancel the contract, at any time, with ten days prior written notice. The contract awarded under this Request for Proposal (RFP) is contingent on the availability of funds to NMEC/MDE for this project. In the event funds are not available, any contract resulting from this RFP will become void immediately.

9. NMEC/MDE reserves the right to award the entire contract to one vendor or to award the separate contracts for the RFP professional services based on the rubrics (disciples, services, requests) to multiple vendors based on the outcome of the evaluation process or state needs.

10. Contract Agreement – The proposal will serve as the contract unless otherwise agreed upon by both parties.

11. NMEC/MDE will be responsible for:

- a. Providing a contact person to work with the successful contractor(s) to ensure quality control,
- b. Provide and approve time frames and work plans
- c. Provide available information to assist the contractor.

#### M. QUALIFICATIONS

The offering vendor shall provide the following minimum information:

1. The name of the offering vendor, the location of the offering vendor's principal place of business,
2. The age of the offering vendor's business and average number of employees,
3. The abilities, qualifications, and experience of all persons who would be assigned to provide the required services (with resumes),

4. A listing of other contracts under which services similar in scope, size, or discipline to the required services were performed or undertaken within the past three years, as specified in the Request for Proposal, three references; and,
5. A plan giving as much detail as is practical explaining how the services will be performed.

#### N. CRITERIA FOR EVALUATION OF PROPOSALS

NMEC/MDE reserves the right to accept, reject, or negotiate any or all offers on the basis of the evaluation criteria contained within this document. The final decision to execute a contract with any party rests solely with NMEC/MDE partnership. Proposals submitted by the specified time and containing the seven parts described in the Format and Procedure for Delivery of Proposal section shall be evaluated by an Evaluation Committee selected by NMEC.

The specific criteria that will be used in evaluating the merits of the proposals are listed below. The criteria are weighted to yield a total of 100 points and shall include the following:

1. Quality of Product or Services– 20 points
2. Ability to Support Requirements of the RFP/State of MS – 20 points
3. Pricing/Cost Effectiveness – 20 points
4. Completed Bid Submission– 10 points
5. Previous Experience/Provider References- 30 points

Awards shall be made to the responsible offering vendor(s) whose proposal(s) is/are determined to be the most advantageous to NMEC/MDE, taking into consideration the price and the evaluation factors set forth.

#### Minimum Submission Requirements:

The proposal shall include:

- A. Company's ability or approach to support the goals and expectations of NMEC/MDE
- B. General implementation plan
- C. Company's capacity to provide consultants required to provide teacher/student support
- D. Qualifications of company
- E. Key personnel who will be involved in the project with resumes attached
- F. Pricing should be specified for subsequent years of service beyond the initial implementation year.
- G. Plan addresses processes for adjusting staff and/or activities that do not meet the needs of NMEC.
- H. Minimum attachments should include:
  - a. Resumes of all personnel proposed on this contract
  - b. Three letters of reference from previous clients that specifically relate to increasing student achievement.

Any incomplete proposals will not be considered.

#### O. STANDARD TERMS AND CONDITIONS

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

##### 1. ACCESS TO RECORDS

The Contractor agrees that NMEC, Mississippi Department of Education, United States Department of Education, the Comptroller General of the United States, 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 this specific contract for the purpose of making audit, examination, excerpts, or transcriptions. Such records shall be kept by Contractor for a period of five (5) years after final payments and all other pending matters are closed under this agreement, Contractor agrees to refund to NMEC any overpayment disclosed by any such audit. However, if any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the 5-year period, the records shall be retained until completion of the action and resolution of all issues which arise from it.

## 2. APPLICABLE LAW

The contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of law provisions, and any litigation with respect thereto shall be brought in the courts of the State. The Contractor shall comply with applicable federal, state, and local laws and regulations. In compliance with State law, the Contractor, if employed by a public entity, must make arrangements with his/her employer to take the appropriate leave (professional, etc.) during the period of service covered by the Contractor.

## 3. ASSIGNMENT

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

## 4. AUTHORITY TO CONTRACT

Contractor warrants (a) that it is a validly organized business with valid authority to enter into this agreement; (b) that it is qualified to do business and in good standing in the State of Mississippi; (c) that entry into and performance under this agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind; and (d) notwithstanding any other provision of this agreement to the contrary, that there are no existing legal proceedings or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this agreement.

## 5. COMPLIANCE WITH LAWS

The Contractor understands that NMEC/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, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and the Contractor agrees during the term of the agreement that the Contractor will strictly adhere to this policy in its employment practices and provision of services. The Contractor shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented by the Department of Labor. All activities under this agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.



## 6. INDEPENDENT CONTRACTOR

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

## 7. COPYRIGHTS AND PATENTS

Contractor (i) agrees that the NMEC/MDE shall determine the disposition of the title to and the rights under any copyright or patent by Contractor or employees on copyrightable material first produced, composed, discovered, or invented in the course of or under this agreement, and (ii) hereby grants to NMEC/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, 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. The Contractor further agrees that all material produced and/or delivered under this contract will not, to the best of the Contractor's knowledge, infringe upon the copyright, patent, or any other proprietary rights of any third party. Should any aspect of the materials become, or in the Contractor's opinion be likely to become, the subject of any infringement claim or suit, the Contractor shall procure the rights to such material or replace or modify the material to make it non-infringing.

## 8. DISCLOSURE OF CONFIDENTIAL INFORMATION

In the event that either party to this agreement receives notice that a third-party requests divulgence of confidential or otherwise protected information and/or has served upon it a subpoena or other validly issued administrative or judicial process ordering divulgence of confidential or otherwise protected information that party shall promptly inform the other party and thereafter respond in conformity with such subpoena to the extent mandated by law. This section shall survive the termination or completion of this agreement. The parties agree that this section is subject to and superseded by Mississippi Code Ann. Section 25-61-1, et.seq.

## 9. EXCEPTIONS TO CONFIDENTIAL INFORMATION

Contractor and NMEC/MDE shall not be obligated to treat as confidential and proprietary any information disclosed by the other party ("the Disclosing Party") which (a) is rightfully known to the recipient prior to negotiations leading to this agreement, other than information obtained in confidence under prior engagements; (b) is generally known or easily ascertainable by non-parties of ordinary skill in the business of the customer; (c) is released by the Disclosing Party to any other person, firm, or entity (including governmental agencies or bureaus) without restriction; (d) is independently developed by the recipient without any reliance on confidential information; (e) is or later becomes part of the public domain or may be lawfully obtained by the NMEC or the Contractor from any non-party; or (f) is disclosed with the Disclosing Party's prior written consent.

## 10. MODIFICATION OR RENEGOTIATION

This agreement may be modified, altered or changed only by written agreement signed by the parties hereto. The parties agree to renegotiate the agreement if federal and/or State revisions of any applicable laws or regulations make changes in this agreement necessary.

#### 11. REPRESENTATION REGARDING CONTINGENT FEES

The Contractor represents that it has not retained a person to solicit or secure a State contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in the Contractor's bid or proposal.

#### 12. REPRESENTATION REGARDING GRATUITIES

The bidder, offering vendor, or Contractor represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 7-204 (Gratuities) of the Mississippi Personal Service Contract Procurement Regulations.

#### 13. AVAILABILITY OF FUNDS

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

#### 14. STOP WORK ORDER

(1) *Order to stop work.* The Purchasing Agent of NMEC may by written order to the Contractor at any time, and without notice to any surety, require the Contractor to stop all or any part of the work called for by this contract. This order shall be for a specified period not exceeding 90 days after the order is delivered to the Contractor, unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, the Contractor shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the Business Office of NMEC shall either: (a) cancel the stop work order; or 20 (b) terminate the work covered by such order as provided in the Termination for Default Clause or the Termination for Convenience Clause of this contract.

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

- (a) the stop work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
- (b) the Contractor asserts a claim for such an adjustment within 30 days after the end of

the period of work stoppage; provided that, if the Procurement Officer of MSD decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this contract.

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

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

## 15. TERMINATION FOR DEFAULT

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

(2) *Contractor's Duties.* Notwithstanding termination of the contract and subject to any directions from the Purchasing Agent of NMEC, the Contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of the Contractor in which the NMEC has an interest.

(3) *Compensation.* Payment for completed services delivered and accepted by NMEC/MDE shall be at the one year and up to two additional years start of the contract established annual price NMEC may withhold from amounts due the Contractor such sums as the Purchasing Agent of NMEC and MDE deems to be necessary to protect NMEC/MDE against loss because of outstanding liens or claims of former lien holders and to reimburse NMEC for the excess costs incurred in procuring similar goods or services.

(4) *Excuse for Nonperformance or Delayed Performance.*

Except with respect to defaults of Subcontractors, the Contractor shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by the Contractor to make progress in the prosecution of the work hereunder which endangers such performance) if the Contractor has notified the Purchasing Agent of NMEC within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the State and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a Subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, the Contractor shall not be deemed to be in default, unless the services to be furnished by the Subcontractor were reasonably obtainable from other sources in sufficient time to permit the Contractor to meet the contract requirements.

(5) Upon request of the Contractor, the Purchasing Agent of NMEC shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, the Contractor's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly, subject to the rights of the NMEC under the clause entitled "Termination for Convenience." (As used in this Paragraph of this clause, the term "Subcontractor" means Subcontractor at any tier).

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

(7) *Additional Rights and Remedies.* The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

## 16. TERMINATION FOR CONVENIENCE

(1) *Termination.* The Purchasing Agent of NMEC may, when the interests of NMEC so require, terminate this contract in whole or in part, for the convenience of NMEC. The Purchasing Agent of NMEC shall give written notice of the termination to the Contractor specifying the part of the contract terminated and when termination becomes effective.

(2) *Contractor's Obligations.* The Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the Contractor will stop work to the extent specified. The Contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The Contractor shall settle the liabilities and claims arising out of the termination of subcontractors and orders connected with the terminated work. The Purchasing Agent of NMEC may direct the Contractor to assign the Contractor's right, title, and interest under terminated orders or subcontracts to the State. The Contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

## 17. E-VERIFICATION

The Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act, Mississippi Code Annotated §§ 71-11-1 and 71-11-3, 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. The Contractor agrees to maintain records

of such compliance and, upon request of the State, to provide a copy of each such verification to the State. The Contractor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws of these warranties, the breach of which may subject the Contractor to the following: a. termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years with notice of such cancellation/termination being made public; b. the loss of any license, permit, certification or other document granted to the Contractor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year; c. or, both. In the event of such termination/cancellation, the Contractor shall also be liable for any additional costs incurred by NMEC due to contract cancellation or loss of license or permit.

#### 18. EQUAL OPPORTUNITY EMPLOYER

The Contractor shall be an equal opportunity employer and shall perform to all affirmative action and other applicable requirements; accordingly, contractor shall neither discriminate nor permit discrimination in its operations or employment practices against any person or group of persons on the ground of race, color, religion, national origin, disability, or sex in any manner prohibited by law. 23

#### 19. BOARD APPROVAL

It is understood that this contract is void and no payment shall be made in the event that the Board of Trustees does not approve this contract.

#### 20. PERSONNEL

Contractor agrees that, at all times, the employees of the contractor furnishing or performing any of the services specified under this agreement shall do so in a proper, workmanlike, and dignified manner.

#### 21. CONFIDENTIALITY

The Contractor shall agree to assure the confidentiality of any records obtained from NMEC as required by state and federal privacy laws. No information, documents or other material provided to or prepared by the contractor deemed confidential by NMEC pursuant to state and federal privacy laws, shall be made available to any person or organization without the prior approval of NMEC. Any liability resulting from the wrongful disclosure of confidential information on the part of the Contractor shall rest with the Contractor. This includes all student-related data and the contractor is required to comply with all Family Educational Rights and Privacy Act (FERPA) provisions.

#### 22. INDEMNIFICATION

To the fullest extent allowed by law, the Contractor shall indemnify, defend, save and hold harmless, protect and exonerate the members of the Mississippi Board of Education, NMEC, and its commission 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 attorneys' fees, arising out of or caused by the 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, the Contractor may be allowed to

control the defense of any such claim, suit, etc. In the event the Contractor defends said claim, suit, etc., the Contractor shall use legal counsel acceptable to the State; the 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. The Contractor shall not settle any claim, suit, etc. without NMEC's concurrence, which NMEC shall not unreasonably withhold.

23. DEBARMENT AND SUSPENSION The Contractor certifies that neither it nor its principals: (a) are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency; (b) have, within a three (3) year period preceding this agreement, been convicted of or had a civil judgment rendered against them 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; 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; (c)

(1) *Contractor's Obligations.* The Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination 24 are presently indicted of or otherwise criminally or civilly charged by a governmental entity with the commission of fraud of a criminal offence in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction; 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, and (d) have, within a three (3) year period preceding this agreement, had one or more public transaction (federal, state or local) terminated for cause or default. See Excluded Parties List System at [www.epls.gov](http://www.epls.gov).

#### P. ROYALTIES AND PATENTS

The firm shall pay all royalties and license fees. The firm shall defend all suits or claims for infringement of any patent rights and shall hold the North Mississippi Education Consortium harmless from such loss on account thereof.

Q. As a bidding vendor, we understand that all of these provisions must be strictly complied with in order to fulfill the contract.

FIRM \_\_\_\_\_

BY \_\_\_\_\_

TITLE \_\_\_\_\_

PART VI

PROSPECTIVE CONTRACTOR'S REPRESENTATION  
REGARDING CONTINGENT FEES

The prospective contractor represents as a part of such contractor's bid or proposal that such contractor has ( ) or has not ( ) retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract.

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Offering Vendor Signature

Date

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Title of Request for Proposal

PART VII

PROPRIETARY INFORMATION

\*Please check the appropriate response

The enclosed proposal does ( ) or does not ( ) contain trade secrets or other proprietary data which the offering vendor wishes to remain confidential in accordance with Section 25-61-9 and 79-23-1 of the Mississippi Code.

If the enclosed proposal does include pages that the offering vendor wishes to designate as proprietary, please list page numbers below.

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Offering Vendor Signature

Date

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Title of Request for Proposal