



To Whom It May Concern:

The North Mississippi Education Consortium (NMEC) is pleased to announce the Request for Proposals for “Assessing the Quality of Student Work.” 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 August 12, 2022, and should be submitted on this RFP page.

Sincerely,
Jimmy Weeks

PROPOSAL TRANSMITTAL FORM

Assessing the Quality of Student Work

Name of Vendor: _____

Contact Person: _____

Title: _____

Vendor's Address: _____

Phone Number: _____

DUNS Number: _____

Unique Entity ID: _____

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 the Mississippi Department of Education (MDE), is seeking proposals for resource tailored to MS College and Career Ready Standards to help school and district teams through the process of examining the quality of student work in MS Public School classrooms. This project will provide a readily accessible resource (asynchronous modules) to support schools.

A. REQUEST FOR INFORMATION

Questions concerning the RFP should be sent to Susan Scott sscott@olemiss.edu. The deadline for submitting written questions will be **August 10, 2022 at 12:00 noon**. 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 **August 12, 2022, at 11:59 p.m.**

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 August 16, 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 of this project is to:

- Provide a toolkit, tailored to MS College and Career Readiness Standards for Reading, Math, Science and Social Studies that will be utilized to guide district and school leadership teams through the process of examining the quality of student work in MS Public School classrooms, inclusive of:
 - a facilitation guide that can be used by schools and districts to train their staff
 - step by step process guide inclusive of reusable resource tools for assessment of student work that can be used by school and district staff
 - 6-10 easy to follow asynchronous learning modules
 - *compatible with MDE technical specifications for delivering content asynchronously
- Provide a readily accessible resource that can be personalized by schools based on their specific content and will support schools throughout the year with addressing

strengths and opportunities of Tier 1, on grade level content as reflected through student work assignments

- Provide a readily accessible resource that includes practices designed to strengthen lesson design that results in student assignments aligned to the MS College and Career Readiness Standards.
- Provide a list of resources that are aligned to the professional learning and that are accessible for participants to support continued learning.

E. TIME FRAME

The contractual period/services completed by August 31, 2022. In the event the MDE needs additional professional services as outlined in this contract/proposal and a mutually acceptable expansion of the RFP services can be arranged with both parties, then additional services/years may be added. A contract will be awarded to the vendor whose proposal is determined to be the most advantageous to MDE, considering the price and the evaluation factors outlined in the RFP.

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. MDE is requesting a minimum of 10 years' experience, specializing in working with school and district leaders in curriculum and instruction, specifically ELA, Math, Science and Social Studies learning practices and the use of quality resources to meet the expectations for rigorous learning standards, as well as, experience working with struggling or low performing schools and/or districts.
- **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.
- **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:

1. The proposal contains unauthorized amendments to the requirements of the RFP.
2. The proposal is conditional.
3. The proposal is incomplete or contains irregularities, which make the proposal indefinite or ambiguous.
4. The proposal is not signed by an authorized representative of the party.

5. The proposal contains false or misleading statements or references.
6. The offering vendor is determined to be non-responsive.
7. The proposal price is clearly unreasonable.
8. The products or service item offered in the proposal is unacceptable by reason of its failure to meet the requirements of the specifications or permissible alternates or other acceptable criteria set forth in the RFP.
9. 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 (disciplines, 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:

1. Company's ability or approach to support the goals and expectations of NMEC/MDE
2. General implementation plan
3. Company's capacity to provide consultants required to provide teacher/student support
4. Qualifications of company
5. Key personnel who will be involved in the project with resumes attached
6. Pricing should be specified for subsequent years of service beyond the initial implementation year.
7. Plan addresses processes for adjusting staff and/or activities that do not meet the needs of NMEC.
8. Minimum attachments should include: a. Resumes of all personnel proposed on this contract.
9. 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.

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 _____

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.

Offering Vendor Signature

Date

Title of Request for Proposal

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.

Offering Vendor Signature

Date

Title of Request for Proposal