



**PETITION FOR RELIEF FROM BIDDING AS A PROCUREMENT METHOD  
(INDEPENDENT CONTRACTOR)**

Agency: **Mississippi Department of Education**

Agency Contact Name: **Marla Davis, Ph.D.**

Agency Contact Email Address: [MDavis@mdek12.org](mailto:MDavis@mdek12.org)

Agency Contact Phone Number: **601-359-3077**

Date Form Submitted to PPRB's OPSCR staff: **On or before August 4, 2021**

Requested PPRB Meeting Date: **September 1, 2021**

Briefly describe the proposed scope of work for the procurement:

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The Mississippi Department of Education (MDE) is seeking proposals from vendors with experience in providing mathematics coaching and professional development that supports the implementation of effective math instruction grounded in the "Mississippi College and Career-Readiness Standards" and the mathematics principles. The successful Offeror must be able to provide coaching support and mathematics training to K-8 grade teachers and principals, as well as, pre-service teachers, and higher education faculty. The coaching services must support evidence-based mathematics practices and includes the following:

- providing large or small scale supports to local school districts in the area of improving the teaching and learning process of mathematics;
- working with administrators, curriculum directors, teachers, and/or content teacher leaders to evaluate, develop, execute, and communicate an instructional plan of action based on student performance,
- a Mississippi specific needs assessment which will be used to develop and execute an individualized/customized instructional plan of action (POA) for each teacher and/or school and
- instructional supports may that POA if determined and agreed upon by the school leadership, and communicated with the MDE contact.

The anticipated initial contract period shall be **December 20, 2021 through June 30, 2022**, with four (4) optional one-year renewals based upon successful completion of the services in the preceding year's contract, a performance evaluation, and availability of funds.

A contract shall be awarded to the vendor whose proposal is determined to be the most advantageous to the State, taking into consideration the vendors ability to flexibly provide Mathematics coaching services as authorized by H.B. 1387, as well as price and the evaluation factors set forth in the solicitation.

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1. Petition for relief from bidding (the use of Invitation for Bids) as a procurement method may be requested for one of the reasons listed below. Check the reason that prevents your agency from using Invitation for Bids (IFB) as a procurement method for this service:

- Federal and/or state law has established limitations on the use of competitive bidding for the personal or professional contracts the agency is seeking to procure;
- The agency is required to hire professionals whose members are prohibited from bidding by the rules of professional conduct promulgated by the regulating agency or agencies for that professional; or
- Competitive bidding through the use of an Invitation for Bids (IFB) is not practicable and advantageous to the business of the agency.

This form and all attachments should be submitted electronically to the PPRB's OPSCR staff via the PPRB e-system, using the four-digit agency number and six-digit board meeting date as the contract number. For example, if the agency's four-digit agency number is 1234 and the board meeting date is March 18, 2018, then the contract number for purposes of this form would be submitted as 1234031818.



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2. Provide a detailed explanation of the reason(s) why a procurement method other than bidding (IFB) is requested (attach supporting documentation including, but not limited to, any identified laws, orders, rules, or regulations issued by a governing body):

Competitive bidding is not practical or advantageous to the State when procuring coaching and/or professional development services grounded in evidenced or research-based mathematics instruction or practices. This Response for Proposals (RFP) will allow the MDE to examine vendors' capability, organizational structure, personnel, and ability to meet the requirements for services. Therefore, the MDE requests the use of an RFP process due to the complex nature of the project and the evaluation criteria requiring a more comparative judgmental evaluation.

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 mathematics instructional coaching for a select number of identified schools serving students in grades K-8. 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 **a maximum of 15 coaches** in which each coach will be assigned **a maximum of 3 (depending on the school size)** schools within a designated region of the state. The MDE seeks to support **a maximum of 30** schools throughout the state that serve grades K-8. Support must be differentiated by school, based on needs of the teaching staff and student performance data while maintaining rigor, engagement, and alignment to the Mississippi College- and Career-Readiness Standards for Mathematics (MS CCRS).

Pursuant to House Bill 1109 (Regular Session 2017) the MDE has determined the following factors are practical and advantageous for providing math coaching services to local Mississippi schools and districts:

- During the 2021 legislative session, math coaching supports was identified for the MDE to carry out
  - The need for flexibility provides LEAs coaching supports that meet the need of teachers and students
  - The existing paucity of certified mathematics teachers in the state impacts the possibility of developing a cohort of instructional math coaches that can serve local schools and districts across the state.
  - Whether the marketplace will respond better to a solicitation permitting not only a range of alternative proposals but evaluation and discussion of them before making the award to determine if the vendor has the capacity to meet the needs of the landscape of math instructional needs with the state.
3. If petition for relief from bidding is granted, a competitive procurement procedure for selecting the vendor must be established. The PPRB may audit your records to ensure competitive procedures were used to procure the required service. If the request for petition for relief from bidding (IFB) is granted, please indicate the method of procurement that will be used:

- Request for Proposals  
 Request for Qualifications  
 Other (Please explain):

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4. When will the procurement be issued and/or advertised? **The procurement will be advertised on September 8, 2021 via a post in the Clarion Ledger as well as through advertisement on the Mississippi Department of Education's Procurement page.**
5. When will the vendor(s) be selected? **November 12, 2021**
6. How many contract(s) will be issued as a result of the procurement? **The MDE does not expect to issue more than three (3) contracts for vendors to provide mathematics coaching services.**
7. What evaluation factors will be used and what is the weight/percentage of each factor?

[Pursuant to House Bill 1109 (Regular Session 2017) use the following factors, **as appropriate** to individual circumstances to draft evaluation factors for the procurement;

TECHNICAL FACTORS: **WITHOUT VENDOR EVIDENCE** [30 pts] all points below should total points for technical

- **Part I** is a cover letter that shall be submitted as the **Management Summary** to provide the MDE the underlying philosophy of the firm for providing the specified service. (5 points)
- **Part II** is the **Production** Proposal that shall provide a detailed plan describing how the services described within the Scope of Work & Responsibilities, and those outlined in the Contractor Deliverables sections shall be performed to meet the requirements of the solicitation. The plan and description must encompass a sample needs assessment that will be administered at three points during the duration of this contract. The proposal must be prepared and organized in a clear and concise manner that is easily understandable. The proposal shall address the tasks to be accomplished, processes to be undertaken to accomplish those tasks and a proposed timeline for completion. Examples of materials that demonstrate the quality of work completed by the vendor on similar projects should be included. (15 points)

Mathematics coaching services must include: A detailed plan describing how the coaching services will build both the teacher's content knowledge and pedagogical knowledge of the essential elements of mathematics; and improve student outcomes. Coaching services must be cohesive, on-on-going, classroom-focused (job-embedded) and support identified schools serving students in grades K-8. All supports will be differentiated by school, based on the needs of the teaching staff and student performance data while maintaining rigor, engagement, and alignment to the MS College- and Career-Readiness Standards (MS CCRS) for Mathematics. Coaching services may be in-person and/or virtual, for the LEA and the MDE throughout the contract to ensure maximum capacity of efforts and supports. Additionally, the services must adhere to the tenets of the MDE Coaching Model while supporting the development of lesson plans and usage of state-adopted or district-approved curriculum materials.

Alignment to Standards: The coaching must be aligned to the [MS CCRS](#) for grades K-8; and evidence of alignment of services must be provided.



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Essential elements of mathematics: The content of all resources, instructional materials, and professional development documents must be comprehensive and address the implementation of the essential elements of the Standards for Mathematical Practice; the three (3) instructional key shifts of focus, coherence, and rigor; and alignment to the Mississippi Academic Assessment Program (MAAP). These essential elements must not be addressed in an isolated manner but should be integrated throughout the coaching supports for all classroom teachers and LEAs being served under this contract. Coaching supports must be in alignment with and evident based on the needs assessment administered by the Offeror and drive differentiated and individualized supports for each school and/or classroom teacher.

- The proposals must be prepared and organized in a clear and concise manner that is easily understandable. The proposal shall address the tasks to be accomplished, processes to be undertaken to accomplish those tasks and a proposed timeline for completion. Examples of materials that demonstrate the quality of work completed by the vendor on similar projects should be included.
- **Part III** is the **Additional Data** section which shall provide any additional information that shall aid in evaluation of the response (i.e., data supporting coaching efforts provided to other entities). (10 points)

**MANAGEMENT FACTORS: WITH VENDOR EVIDENCE [30 points]**

- **Part IV** is the **Corporate Experience and Capacity**, which shall provide satisfactory evidence of the vendor's years of experience, capability to manage and coordinate the types of activities and provide the services described in this solicitation in a timely manner, and a statement on the extent of any corporate expansion required to handle the service. Special attention should be given to the qualifications listed in the Qualifications Section on page 16 of this solicitation. A description shall include the vendor's background and relevant experience as related to the described activities. Samples of previous work may be included as well as letters of recommendation from current customers. [7 points]
- **Part V** is **Personnel** which shall provide personnel "packets" of all individuals who shall be involved in the delivery of service of this project that include their experience in this area of service delivery. Each "packet" should include the following information for the Offeror and/or each instructional coach/person that will come into direct or indirect contact with school/district personnel, students, and/or parents, and will be entering any selected school under this proposal project. [15 points]
  - Updated resume/curriculum vitae.
  - Must have at least three (3) years classroom experience in the area of mathematics.
  - Must have at least two (2) years of coaching experience.
  - Proof of valid Mississippi educator's licenses, endorsement(s), and/or certification(s).
  - Proof of background check conducted.

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Public Procurement Review Board  
Office of Personal Service Contract Review  
Form PPRB-003

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- Signed confidentiality statement (may be developed by the Offeror) not to disclose student, teacher, or school information to outside entities or parties.
  - One (1) letter of recommendation/reference from a school or district-level administrator familiar with the duties and direct knowledge performed by the said personnel that is comparable to the scope of work and responsibilities described herein. This letter of recommendation should be no more than 5 years old.
- **Part VI** is the **References** section which shall provide at least three (3) references for contracts of similar size and scope, including at least two (2) references for current contracts or those awarded during the past five (5) years. The references provided must include school- or district-level administrative personnel that has direct knowledge of the duties as outlined above. Include the name of the organization, length of the contract, a brief summary of the work, and the name of and telephone number of a contact person within the school or district that provided oversight of services. **[8 points]**

**BUDGET: WITH VENDOR EVIDENCE [40 points]**

- **Part VII** is the **Cost Data** that shall include the cost must encompass all requirements of this solicitation. In order to be considered, vendors must submit a proposal that includes the budget narrative that addresses all costs for services, expenses, and products specified in the solicitation. The cost data IS BINDING but is subject to BEING NEGOTIATED DOWN if your firm is chosen as a finalist. The MDE shall not pay any costs above this amount. If, during the time of the contract, the Offeror decides to update the product, the newly revised editions, trainings, and materials will still be made available to the Mississippi Department of Education at the same fixed price as the training and materials acquired under this procurement process. A detailed budget narrative shall be included. This shall include the number of personnel proposed to be assigned to the contract and the total estimated cost of the labor portion of the contract (include a sample chart). Identify all non-labor costs and their estimated totals. Indirect costs shall not be allowed. The budget narrative should include all costs associated with the project. If a unit price shall be given for each service, the unit price shall be the same throughout the proposal. The Budget Summary form shall be completed and shall accompany the proposal as **Attachment D** found on page 41.

**OTHER: WITH VENDOR EVIDENCE**

- **Part VIII** is the **Acceptance of Conditions and Signed Attachments** section where the Vendor shall indicate agreement with the terms and conditions as set forth beginning on page number 20 of the solicitation. Please note that any revisions may be considered adequate cause for rejection of the proposal. Signed documents for **Attachments A-C** found on pages 38-40 shall encompass this section.

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

8. What is the anticipated term of the contract? **The anticipated initial contract period shall be December 20, 2021 through June 30, 2022.**

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- 9. Will the contract include renewal terms? If yes, how many? **The anticipated initial contract period shall be December 20, 2021 through June 30, 2022. The initial contract may be renewed by June 30, 2022 to include up to four (4) additional fiscal years, beginning July 1 of each year. Renewal of the contract for the additional years shall be contingent upon successful completion of the services in the preceding year’s contract, a performance evaluation, and availability of funds.**
- 10. What is the anticipated total amount of funds expended under the contract? Will the contract negate the need for an existing PIN/WIN? **No.** If so, please explain how the contract is more cost effective: **Funding for the Mathematics Instructional Coaching Services was not appropriated for Fiscal Year 2021 (July 1, 2020 - June 30, 2021). Funding was appropriated for Fiscal Year 2022 (July 1, 2021-June 30, 2022) for \$5,000,000.00 allocated for math coaches. The expected amount to be awarded shall not exceed \$4,000,000.00 with each subsequent year being contingent upon legislative appropriation.**
- 11. Please indicate whether procurement is associated with any new, continued, expanded, or terminated program(s): **N/A**
- 12. Please provide the names of the Evaluation Committee members and attach a Form PPRB-010, Procurement Committee Evaluator Certification, for each evaluation team candidate.

**MAIN EVALUATION COMMITTEE MEMBERS:**

Chereda Daugherty, DeSoto County School District  
Tommisha Johnson, Mississippi Department of Education  
Karin Bowen, Rankin County School District  
Elise Brown, University of Mississippi  
Carol Ladner, Gulfport School District

**BACKUP REVIEWERS:**

Jason Ross, Mississippi Gulf Coast Community College (MGCCC)  
Kristina Livingston, University of Mississippi  
Amy Pinkerton, University of Mississippi

- 13. Has relief from bidding of this service been previously requested?  No       Yes

If “Yes” please explain and attach the previous approval or denial. If denied, please explain why this request is different. What was the date of the previous PPRB meeting when this was considered by the Board?

*Morgan Coley*  
Chief Procurement Officer Signature

08/04/2021  
Date

# REQUEST FOR PROPOSALS



**Mathematics Instructional Coaching Services  
RFP Number: XXXX102221**

**Mississippi Department of Education  
Office of Academic Education  
359 North West Street, Suite 312  
Jackson, Mississippi 39201**

**Contact: Dr. Marla D. Davis  
Date of Release: September 8, 2021**

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**REQUEST FOR PROPOSALS**  
**The Mississippi Department of Education**  
**Mathematics Instructional Coaching Services**

The Mississippi Department of Education (MDE), through the Office of Academic Education, is soliciting competitive sealed proposals from qualified vendor(s) for Mathematics Instructional Coaching Services.

In alignment with [Title II, Part A](#), the MDE aims to increase student academic achievement that is consistent with challenging state academic standards; improve the quality and effectiveness of teacher, principals, and other school leaders; increase the number of teachers, principals, and other school leaders who are effective in improving student academic achievement in schools; and provide low-income and minority students greater access to effective teachers, principals, and other school leaders. The MDE desires to have qualified Offerors provide prescribed coaching services to selected public schools within school districts across the state of Mississippi that serve grades K-8.

Per the [Every Student Succeeds Act \(ESSA\) 2101\(c\)\(4\)\(xvii\)](#), the State may develop and provide professional development and other comprehensive systems of support for teachers, principals, or other school leaders to promote high-quality instruction and instructional leadership in science, technology, engineering, and mathematics subjects, including computer science.

The awarding of this proposal and subsequent services align with the Mississippi (MDE) State Board of Education Goals 1, 2, 3, 4, 5, and 6.

## **1. REQUEST FOR INFORMATION**

Questions concerning the solicitation should be sent to Dr. Marla Davis at [mdavis@mdek12.org](mailto:mdavis@mdek12.org).

The deadline for submitting written questions by email is **by 5:00pm Central Time (CT) on September 21, 2021** copies of all questions submitted and the responses shall be posted to the MDE's website [www.mdek12.org](http://www.mdek12.org) under the Public Notices section and shall be available to the general public on September 24, 2021. Questions and answers shall become part of the final Contract as an attachment. Written responses provided for the questions are binding.

## **2. DUE DATES FOR PROPOSALS**

The sealed proposals shall be received **by 5:00 p.m. Central Time (CT) on October 12, 2021** at the following address based upon the delivery method used. In-person deliveries of proposals will not be accepted or considered for an award.

### **2.1 INSTRUCTIONS FOR DELIVERY**

The Offeror shall provide the following:

- a. one (1) electronic and/or hard copy of the complete original (non-redacted) version of the proposal including all attachments in a searchable Microsoft Office® format, preferably in Word® or Portable Document Format (PDF®).

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

#### **1. COVER PAGE Transmittal Form Sheet (Attachment A)**

## 2. COMPONENT 1 - TECHNICAL FACTORS

- a. **Tab 1 – Cover letter and Management Summary** must provide the MDE a summary of the Offeror’s philosophy for providing the specified services.
- b. **Tab 2 – Production/Detailed Service Plan** shall provide clear and concise plan of action to encompass the minimum qualifications, implementation, deliverables, and expected outcomes/results to achieve the scope of work. Any required information that is omitted and not addressed in the minimum qualifications section will disqualify submission and will not be considered for an award.

## 3. COMPONENT 2 - MANAGEMENT FACTORS

- a. **Tab 3 – Resumes for Key Personnel** must include qualifications and experiences for all key personnel assigned to this project.
- b. **Tab 4 – References** must meet the requirements as set forth in the References section. (See Section 3)

## 4. COMPONENT 3 – COST DATA

- a. **Tab 5 – Budget**

## 5. COMPONENT 4 - OTHER

- a. **Tab 6** – Signed Acknowledgment of Amendments/Questions & Answers (if applicable).
  - b. **Tab 7** – Any additional relevant information (not to exceed five (5) pages)
- b. one (1) **BLIND** electronic copy of COMPONENT 1 - TECHNICAL FACTORS of the proposal in a searchable Microsoft Office® format, preferably in Word® or Portable Document Format (PDF®). **All** vendor-identifying information shall be removed. **Vendor-identifying information includes but is not limited to any prior, current and future names or addresses of the vendor, any names of incumbent staff, any prior work or current work with the MDE or staff, any prior, current and future logos, watermarks, and company colors, any information, which identifies the vendor as an incumbent, and any other information, which would affect the blind evaluation of technical or cost factors.** The “blind” copy shall *not* include pricing information, or Résumés of Key Staff. This requirement is necessary to help ensure the anonymity of the Offerors from the evaluation team that will review the aforementioned sections and components of your proposal. The “blind” copy should be provided in a searchable Microsoft Office® format, preferably in Word®. **Blind section for the proposal containing vendor-identifying information SHALL be disqualified and not be considered for an award.**
  - c. one (1) **BLIND** hard copy of COMPONENT 1 - TECHNICAL FACTORS of the proposal. **All** vendor-identifying information shall be removed. **Vendor-identifying information includes but is not limited to any prior, current and future names or addresses of the vendor, any names of incumbent staff, any prior work or current work with the MDE or staff, any prior, current and future logos, watermarks, and company colors, any information, which identifies the vendor as an incumbent, and any other information, which would affect the blind evaluation of technical or cost factors.** The “blind” copy shall *not* include pricing information, or Résumés for Key Staff. This requirement is necessary to help ensure the anonymity of the Offerors from the evaluation team that will review the aforementioned sections and components of your proposal. The “blind” hard copy must align with the searchable Microsoft Office® format, no exceptions. **Blind section for the proposal containing vendor-identifying information SHALL be disqualified and not be considered for an award.**

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

- 1. COVER PAGE Transmittal Form (Attachment A)**
  - 2. COMPONENT 1 - TECHNICAL FACTORS (BLIND)**
    - a. **Tab 1 – Cover letter and Management Summary** must provide the MDE a summary of the Offeror’s philosophy for providing the specified services.
    - b. **Tab 2 – Production/Detailed Service Plan** shall provide a clear and concise plan of action to encompass the minimum qualifications, implementation, deliverables, and expected outcomes/results to achieve the scope of work. Any required information that is omitted and not addressed in the minimum qualifications section will disqualify submission and will not be considered for an award.
  - 3. COMPONENT 2 - MANAGEMENT FACTORS**
    - a. **Tab 3 – Resumes for Key Personnel** must include qualifications and experiences for all key personnel assigned to this project.
    - b. **Tab 4 – References** must meet the requirements as set forth in the References section. (See Section 3)
  - 4. COMPONENT 3 – COST DATA**
    - a. **Tab 5 – Budget**
  - 5. COMPONENT 4 - OTHER**
    - a. **Tab 6 – Signed Acknowledgment of Amendments/Questions & Answers** (if applicable).
    - b. **Tab 7 – Any additional relevant information** (not to exceed five (5) pages)
- d. If the proposal contains *confidential or trade* information, one (1) additional *confidential or trade* electronic copy of the complete proposal including all attachments shall be submitted in a searchable Microsoft Office® format, preferably in Word® or Portable Document Format (PDF), shall be labeled CONFIDENTIAL, and shall redact the confidential or trade information only.

**If a redacted copy, labeled CONFIDENTIAL is not submitted, the MDE shall consider the entire Proposal to be public record.** Redacted copy should identify the section and information which has been redacted and the Offeror shall provide the specific statutory authority for the exemption. Per Mississippi Code Annotated §25-61-9(7), the type of service to be provided, the price to be paid and the term of the contract cannot be deemed confidential.

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

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

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

If you have additional information you would like to provide, include it as Component 4 of your proposal. (See Component 4(b)). Failure to provide all requested information and in the required format may result in disqualification of the Proposal. All requested information is considered important. The MDE has no obligation to locate or acknowledge any information in the proposal that is not presented under the appropriate outline and in the proper location according to the instructions herein.

**Ship Proposals to:  
(FedEx, UPS, etc.)**

**Monique Corley**  
Office of Procurement  
The Mississippi Department of Education  
Mathematics Instructional Coaching Services  
**RFP Number: XXXX102221**  
359 North West Street  
Jackson, MS 39201  
**(DO NOT OPEN)**

**OR**

**Proposals shall be submitted in the [Mississippi Accountability Governmental Information Collaboration System \(MAGIC\)](#).** Please visit and register at [DFA :: Mississippi Suppliers \(Vendors\) \(ms.gov\)](#). If assistance is required, contact MASH help desk at 601-359-1343 at least 48 hours in advance of the due date for submission. *Proposals received after the time designated in the solicitation shall be considered **late** and shall not be considered for award.*

Pursuant to Mississippi Code Annotated §§ 27-104-7 and 31-7-401 through 31-7-423, the State of Mississippi requires a blind evaluation of certain factors not requiring knowledge of the name of an Offeror. The person designated to create the Register of Proposals shall create a list of all Offerors to present to the Evaluation Committee for conflict-of-interest certification purposes. This list shall only include the name of the Offeror without any corresponding identifying information which would affect the blind evaluation of factors not requiring knowledge of the name of the Offeror.

### **Restrictions on Communications with the Office of Procurement**

At no time shall any Offeror or its personnel, contact or attempt to contact, any MDE staff regarding this solicitation except the contact specified in the Questions and Answers. **Should it be determined that any Offeror has attempted to communicate or has communicated with any MDE employee in the Office of Academic Education regarding this solicitation, the MDE, at its discretion, may disqualify the Offeror from submitting a proposal in response to this SOLICITATION.**

### **3. RESPONSIVENESS AND RESPONSIBILITY OF THE OFFEROR**

- Ensure that competitive proposals are received in the Office of Procurement by the deadline, **by 5:00 p.m. CT on October 12, 2021**, and assumes all risks of delivery.
- At the time of receipt of the proposals, the proposals shall be date stamped and recorded in the Office of Procurement.
- Proposals and modifications received after the time designated in the solicitation shall be

considered **late** and shall not be considered for award.

- Incomplete proposals shall not be evaluated and shall not be returned for revisions. No faxed copies shall be accepted.
- Proposals that do not include the required number of copies shall not be evaluated.
- **VERY IMPORTANT:** Proposals that do not include one (1) USB clearly marked with the name of the vendor to provide a single document in a **searchable** Microsoft Word or Adobe Acrobat (PDF) format according to the instructions above for the **redacted** version only shall not be evaluated. The submission must include the name of the vendor and provide a single document in a **searchable** Microsoft Word and the **redacted** version shall be submitted in an Adobe Acrobat (PDF) format according to the instructions above shall not be evaluated.
- The Proposals transmittal form and all required forms shall be signed in **blue ink** by an authorized official to bind the Offeror to the proposals provisions and must be included.
- The Offeror is responsible for ensuring that the Technical Factors sections shall have no vendor identifying information, logos, watermarks, etc. If this is not followed, then that Offeror shall be immediately rejected as non-responsive.

#### 4. SCOPE OF WORK AND RESPONSIBILITIES

The Mississippi Department of Education (MDE) is soliciting competitive sealed proposals from qualified vendors that have experience with providing coaching, professional learning and planning services to mathematics teachers and administrators in grades K-8.

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 mathematics instructional coaching for a select number of identified public schools serving students in grades K-8. 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 **a maximum of 15 coaches** in which each coach will be assigned **a maximum of 3** schools (depending on the size of the school) within a designated region of the state. The MDE seeks to support **a maximum of 30** schools throughout the state that serve grades K-8. Support must be differentiated by school, based on needs of the teaching staff and student performance data, while maintaining rigor, engagement, and alignment to the Mississippi College- and Career-Readiness Standards for Mathematics (MS CCRS).

- 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 student, school or district level performance data (state or local), of:
  - a. providing large or small scale supports to local school districts in the area of improving the teaching and learning process of mathematics;
  - b. working with administrators, curriculum directors, teachers, and/or content teacher leaders to evaluate, develop, execute, and communicate an instructional plan of action based on student performance.
- 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 local level assessment data in grades K-2 and/or MAAP grades 3-8



results with the highest percentage of students performing at the lowest three achievement levels for the 2017-2018, 2018-2019, and 2020-2021 academic school years.

- Offeror and/or instructional coaches must administer a needs assessment at the local level at three points during the life of this contract. Each needs assessment must be:
  - uniform across all selected schools.
  - created by the Offeror and/or instructional coaches.
  - administered within seven (7) calendar days of the start of the contract (initial needs assessment), within seven (7) calendar days of the start of Term 3 (second needs assessment), and within seven (7) calendar days of the start of Term 4 (third needs assessment) as prescribed in the Contractor Deliverables section below.
  - administered to each mathematics classroom teacher that will receive supports at each selected school (as prescribed in the Contractor Deliverables section below).
  - used to develop and execute an individualized/customized instructional plan of action (POA) for each teacher **and/or** school, and it must commence within fourteen (14) calendar days of administration of the needs assessment (as prescribed in the Contractor Deliverables section below). 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 results of each needs assessments described above must be evaluated and shared with the MDE within fourteen (14) calendar days of administration of the needs assessment. The results may be included in the immediate, upcoming monthly update/report– as prescribed in the Contract Deliverables section below.
  
- 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:
  - provide a monthly written update/report by the 30<sup>th</sup> 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.). Quantifiable and qualitative data may include, but is not limited to, number of students served, number of lessons modeled, pre- and post-assessment data from local-level assessments, coaching feedback, etc.
  
  - 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 slight modifications for upcoming support for a particular teacher and/or school based on data discussion).

- Offeror and/or instructional coaches must have working knowledge of the MS CCRS for Mathematics in grades K-8.
- Offeror and/or instructional coaches must have working knowledge of current resources developed by the MDE to support the teaching and learning process in mathematics classrooms at grades K-8.
- Offeror and/ or instructional coaches must be willing to provide:
  - a. in-person modeling and/or co-teaching (at **a minimum** once a week, per teacher – beginning in Month 2)
  - b. support in the development of lesson plans. 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 in mathematics to enhance instruction.
- Offeror and/or instructional coaches must work with the leadership team at each selected school to coordinate in-person pre-conferences, in-person observations, in-person modeling and/or co-teaching 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 or regional learning or professional development opportunity (in person or virtually - through ZOOM, TEAMS or similar secured conference platform) being hosted by the MDE with open enrollment for mathematics teachers (e.g., conference, training, professional development, summit, etc.) that may occur between January 1, 2022 and June 30, 2022.
  - 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 prior to delivery.
- Offeror and/or instructional coaches must be willing to provide mathematics content expertise in the form of minimal written or verbal feedback on mathematics 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 most** three (3) full-day regional professional development workshops for a **cohort** of selected teachers from the selected schools being served under this contract no later than fourteen (14) calendar days prior to the first day of the Spring 2022 MAAP Administration window. The aforementioned cohort of teachers will be identified in conjunction with the MDE based on data discussions.
- Offeror and/or instructional coaches must adhere to the tenets of the MDE Coaching Model.

- Offeror must demonstrate the ability to be flexible to meet Mississippi requirements and timelines.

## 5. TIME FRAME

The anticipated initial contract period shall be **November 15, 2021 through June 30, 2022**. Renewal of the contract for an additional four (4) years shall be at the discretion of the MDE and shall be determined annually and is contingent upon legislative appropriations, successful completion of these services in the preceding year's 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.

## 6. TYPE OF CONTRACT

It is anticipated that this contract shall be a fixed price contract with payment made upon completion of tasks identified within the proposal.

## 7. CONTRACTOR DELIVERABLES

The contractor shall be responsible for all tasks and deliverables required to complete the project as described in the Scope of Work & Responsibilities. It is anticipated that this shall include, but not be limited to:

Deliverable	Deliverable Date
Start of Contract – End of Calendar Year (December 2021)	
Conduct an <b>initial</b> needs assessment for the remainder of the <b>calendar</b> year for each mathematics classroom teacher that will receive support at each selected school	Must be administered within seven (7) calendar days of the start of the contract. (Sample must be provided with proposal.)
The results of the needs assessment must be evaluated and shared with the MDE	Within fourteen (14) calendar days of administration of needs assessment. (Note: could be included in the immediate, upcoming written monthly update/report.)
Develop and execute an individualized/customized instructional plan of action (POA) for the remainder of the <b>calendar</b> year for each teacher <b>and/or</b> school based on the needs assessment results. (Note: the POA may be modified as described in the Scope of Work & Responsibilities.)	Within fourteen (14) calendar days of administration of the needs assessment
Written update/report with quantifiable <b>and</b> qualitative data as described in the Scope of Work & Responsibilities	By the 30 <sup>th</sup> of <b>each</b> month
In-person or virtual meeting between the project manager and the MDE staff to discuss <b>each</b> written monthly update/report	Within five (5) business days of the submission of <b>each</b> written monthly update/report as described in the Scope of Work & Responsibilities

Deliverable	Deliverable Date
January 2022 – March 2022 (Term 3)	
Conduct a <b>second</b> needs assessment for <b>Term 3</b> for each mathematics classroom teacher that will receive support at each selected school	Within seven (7) calendar days of the start of Term 3
The results of the needs assessment must be evaluated and shared with the MDE	Within fourteen (14) calendar days of administration of needs assessment. (Note: could be included in the immediate, upcoming written monthly update/report.)
Develop and execute an individualized/customized instructional plan of action (POA) for <b>Term 3</b> for each teacher <b>and/or</b> school based on the needs assessment results. (Note: the POA may be modified as described in the Scope of Work & Responsibilities.)	Within fourteen (14) calendar days of administration of the needs assessment
Written update/report with quantifiable <b>and</b> qualitative data as described in the Scope of Work & Responsibilities	By the 30 <sup>th</sup> of <b>each</b> month
In-person or virtual meeting between the project manager and the MDE to discuss <b>each</b> monthly update/report	Within five (5) business days of the submission of <b>each</b> written monthly update/report as described in the Scope of Work & Responsibilities
Participate in at least one (1) agreed upon state-wide or regional learning or professional development opportunity being hosted by the MDE as described in the Scope of Work & Responsibilities	Can occur anytime between January 1, 2022 and June 30, 2022
Deliverable	Deliverable Date
March 2022 – June 2022 (Term 4)	
Conduct a <b>third</b> needs assessment for <b>Term 4</b> for each mathematics classroom teacher that will receive support at each selected school	Within seven (7) calendar days of the start of the start of Term 4
The results of the needs assessment must be evaluated and shared with the MDE	Within fourteen (14) calendar days of administration of needs assessment. (Note: could be included in the immediate, upcoming written monthly update/report.)
Develop and execute an individualized/customized instructional plan of action (POA) for <b>Term 4</b> for each teacher <b>and/or</b> school based on the needs assessment results. (Note: the POA may be modified as described in the Scope of Work & Responsibilities.)	Within fourteen (14) calendar days of administration of the needs assessment.
Work with the Mississippi Department of Education to coordinate, develop and deliver at most three full-day regional professional development workshops (Preparation for Spring 2022 MAAP Administration)	No later than fourteen (14) calendar days prior to the first day of the Spring 2022 MAAP assessment window opening

Written update/report with quantifiable <b>and</b> qualitative data as described in the Scope of Work & Responsibilities	By the 30 <sup>th</sup> of <b>each</b> month
In-person or virtual meeting between the project manager and the MDE to discuss <b>each</b> monthly update/report	Within five (5) business days of the submission of <b>each</b> written monthly update/report as described in the Scope of Work & Responsibilities
Participate in at least one (1) agreed upon state-wide or regional learning or professional development opportunity being hosted by the MDE as described in the Scope of Work & Responsibilities	Can occur anytime between January 1, 2022 and June 30, 2022

## 8. THE MISSISSIPPI DEPARTMENT OF EDUCATION

The specific responsibilities of the MDE are as stated below:

- Provide a contact person with comprehensive K-12 mathematics expertise to work with the contractor to ensure quality control.
- Review and approve timeframes and work plans.
- Provide available information to assist the contractor.
- Provide Calendar of Events to the contractor.
- Work with the Offeror's project manager as described in the Scope of Work & Responsibilities section.

## 9. MANAGEMENT RESPONSIBILITIES OF PERSONNEL AND ADMINISTRATION

Except where expressly provided otherwise herein, each party shall bear its own cost incurred in performing its responsibilities hereunder. The contractor shall provide one contact person to be responsible for communicating with the MDE and ensuring that the contract is executed. This individual shall be invested with the authority to make decisions and commitments on behalf of the contracted party during the performance of the solicitation.

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

## 10. MEMORANDUM OF UNDERSTANDING

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

## 11. ETHICS

In compliance with State law, Contractor who is employed by a public entity agrees to make arrangements with his/her employer to take the appropriate leave (annual, professional, compensatory, etc.) during the period of service covered by this contract. Contractor also agrees not to utilize resources of the public employer to perform the services pursuant to this contract. Prior to execution of this contract, Contractor must submit to the MDE a Certification (on the MDE form) executed from his/her employer whereby the public employer acknowledges that it is aware of its employee working for the MDE.

## 12. TERMINATION IN EVENT OF EMPLOYMENT

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

## 13. AVAILABLE BUDGET

Because of the scope of this project, we believe it should be possible for different proposers to arrive at vastly differing estimates of resources required. It is anticipated that this shall allow the proposers to explain exactly what the State shall receive for this amount of funds and shall allow evaluators to determine the best proposal based upon the qualifications and the description of what the State shall receive in exchange for this amount.

## 14. FORMAT AND PROCEDURE FOR DELIVERY OF PROPOSALS

The proposal shall be prepared with a 12-point font with single spacing; bound with no staples, clips or rubber bands; and limited to 1,000 pages.

The proposal shall consist of eight (8) parts:

- **TECHNICAL FACTORS (REDACTED)**: consisting of Part I – Proposal Management Summary; Part II – Production Proposal; and Part III – Additional Data.
- **MANAGEMENT FACTORS (UNREDACTED)**: consisting of Part IV – Corporate Experience and Capacity; Part V – Personnel; and Part VI – References.
- **BUDGET FACTORS (UNREDACTED)**: consisting of Part VII – Cost Data.
- **OTHER FACTORS**: consisting of Part VIII – Acceptance of Conditions and Signed Attachments.

Modifications or additions to any portion of the procurement document may be cause for rejection of the proposal. Each page of the **original proposal** and all attachments shall be identified with the name of the Offeror. The one (1) copy shall consist of the eight (8) parts as follows and instructed on the following pages.

### **TECHNICAL FACTORS**: WITHOUT VENDOR EVIDENCE [30 Points]

- **Part I** is a cover letter that shall be submitted as the **Proposal Management Summary** to provide the MDE the underlying philosophy of the firm for providing the specified service. [5 points]
- **Part II** is the **Production Proposal** that shall provide a detailed plan describing how the services described within the Scope of Work & Responsibilities, and those outlined in the



Contractor Deliverables sections shall be performed to meet the requirements of the solicitation. The plan and description **must** encompass a sample needs assessment that will be administered at three points during the duration of this contract. (See Contract Deliverables section above for more details). The proposal must be prepared and organized in a clear and concise manner that is easily understandable. The proposal shall address the tasks to be accomplished, processes to be undertaken to accomplish those tasks and a proposed timeline for completion. Examples of materials that demonstrate the quality of work completed by the vendor on similar projects should be included. **[15 points]**

- **Part III** is the **Additional Data** section which shall provide any additional information that shall aid in evaluation of the submitted proposal (i.e., data supporting coaching efforts provided to other entities). **[10 points]**

**MANAGEMENT FACTORS: WITH VENDOR EVIDENCE [30 points]**

- **Part IV** is the **Corporate Experience and Capacity** section which shall provide satisfactory evidence of the vendor's years of experience, capability to manage and coordinate the types of activities and provide the services described in this solicitation in a timely manner, and a statement on the extent of any corporate expansion required to handle the service. Special attention should be given to the qualifications listed in the Qualifications Section of this solicitation. A description shall include the vendor's background and relevant experience as related to the described activities. Samples of previous work may be included as well as letters of recommendation from current customers. **[7 points]**
- **Part V** is the **Personnel** section which shall provide personnel "packets" of all individuals who shall be involved in the delivery of service of this project that include their experience in this area of service delivery. Each "packet" should include the following information for the Offeror and/or each mathematics instructional coach/person that will come into direct or indirect contact with school/district personnel, students, and/or parents, and will be entering any selected school under this proposal project. **[15 points]**
  - Updated resume/curriculum vitae.
  - Must have at least three (3) years classroom experience in the area of mathematics.
  - Must have at least two (2) years of experience as an instructional coach, curriculum director, lead teacher, administrator, or the like.
  - Proof of valid Mississippi educator's license, endorsement(s), and/or certification(s).
  - Proof of background check conducted.
  - Signed confidentiality statement (may be developed by the Offeror) not to disclose student, teacher, or school information to outside entities or parties.
  - One (1) letter of recommendation/reference from a school or district-level administrative personnel familiar with and/or has direct knowledge of the duties performed by the said personnel that are comparable to the Scope of Work and Responsibilities described herein. This letter of recommendation should be no more than five (5) years old.
- **Part VI** is the **References** section which shall provide at least three (3) references for contracts of similar size and scope, including at least two (2) references for current contracts or those awarded during the past five (5) years. The references provided must include school- or district-level administrative personnel that have direct knowledge of the

duties performed during said work. Include the name of the organization, length of the contract, a brief summary of the work, and the name of and telephone number of a contact person within the school or district that provided oversight of services. **[8 points]**

**BUDGET FACTORS: WITH VENDOR EVIDENCE [40 points]**

- **Part VII** is the **Cost Data** section that shall include the cost that encompass all requirements of this solicitation. In order to be considered, vendors must submit a proposal that includes the budget narrative that addresses all costs for services, expenses, and products specified in the solicitation. The cost data IS BINDING but is subject to BEING NEGOTIATED DOWN if your firm is chosen as a finalist. The MDE shall not pay any costs above this amount. A detailed budget narrative shall be included. This shall include the number of personnel proposed to be assigned to the contract and the total estimated cost of the labor portion of the contract (include a sample chart). Identify all non-labor costs and their estimated totals. Indirect costs shall not be allowed. The budget narrative should include all costs associated with the project. If a unit price shall be given for each service, the unit price shall be the same throughout the proposal. The Budget Summary Form shall be completed and shall accompany the proposal as **Attachment D** which is found on page 41. **(Weigh for administrative cost and travel costs)**

**OTHER: WITH VENDOR EVIDENCE**

- **Part VIII** is the **Acceptance of Conditions and Signed Attachments** section where the Vendor shall indicate agreement with the terms and conditions as set forth beginning on page 24 of the solicitation. If the Vendor objects to any of the Standard Terms and Conditions, the objection may be considered as an adequate cause for rejection without further negotiations. Signed documents for **Attachments A-C** found on pages 38-40 shall encompass this section.

**VERY IMPORTANT:** It is the responsibility of the Offeror to separate the information marked Technical (redacted) and Management (unredacted) for submission to the Office of Procurement. This information is outlined in detail on pages 14-16: **FORMAT AND PROCEDURE FOR DELIVERY OF PROPOSAL.**

**15. ACCEPTANCE OF PROPOSALS**

The Mississippi Department of Education reserves the right, in its sole discretion, to waive minor irregularities in proposals. A minor irregularity is a variation of the solicitation, which does not affect the price of the proposal, or give one party an advantage or benefit not enjoyed by other parties, or adversely impacts the interest of the Department. Waivers, when granted, shall in no way modify the solicitation requirements or excuse the party from full compliance with the solicitation specifications and other contract requirements if the party is awarded the contract.

**16. REGISTRATION WITH MISSISSIPPI SECRETARY OF STATE**

By submitting a proposal, the Offeror certifies that it is registered to do business in the State of Mississippi as prescribed by the Mississippi Secretary of State or, if not already registered, that it shall do so within seven (7) business days of being offered an award. Sole proprietors are not required to register with the Mississippi Secretary of State.

## **17. REJECTION OF PROPOSALS**

Any proposal shall be rejected in whole or in part when it is determined to be in the best interest of the State, as provided by the Public Procurement Review Board regulations. Reasons for rejecting a proposal include:

1. The proposal contains unauthorized amendments to the requirements of the solicitation.
2. The proposal is conditional.
3. The proposal is incomplete or contains irregularities, which make the proposal indefinite or ambiguous.
4. The proposal did not follow the Format and Procedure for Delivery of Proposals as required.
5. The proposal transmittal form is not signed by an authorized representative.
6. The proposal contains false or misleading statements or references.
7. The Offeror is determined to be non-responsive.
8. The proposal ultimately fails to meet the announced requirements of the State in some material aspect.
9. The proposal price is unreasonable.
10. The products or service item offered in the proposal is unacceptable by reason of its failure to meet the requirements of the specifications or permissible alternates or other acceptable criteria set forth in the solicitation.
11. The proposal is received late. Late proposals shall be maintained unopened in the procurement file.
12. The proposal included vendor specific information or evidence.
13. The Offeror did not include a USB with the name of the vendor to provide a single document in a searchable Microsoft Word or Adobe Acrobat (PDF) format.
14. The Offeror has filed bankruptcy, been implicated in fraud or been debarred.
15. The Offeror did not perform prior services in a proper, workmanlike, and/or dignified manner.
16. The Offeror currently owes the State money.
17. Objection with the Standard Terms and Conditions.
18. In-person delivery.

### **17.1 EXCEPTIONS:**

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

## **18. DISPOSITION OF PROPOSALS**

All submitted proposals become the property of the Mississippi Department of Education and shall not be returned to Offeror.

## **19. CONDITIONS OF SOLICITATION**

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

The Offeror shall assure compliance with the following conditions of solicitation:

1. Any proposal submitted in response to the solicitation shall be in writing.
2. The MDE accepts no responsibility for any expense incurred by the Offeror in the preparation and presentation of an offer. Such expenses shall be borne exclusively by the Offeror.
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 Office of Academic Education at the MDE,
  - Successful negotiation of any changes to the proposal as required by the MDE,
  - The State Board of Education approval, if required,
  - The Public Procurement Review Board approval, if required.
4. Likewise, the MDE also reserves the right to accept any proposal as submitted for 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 Offerors 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. The MDE reserves the right to cancel this solicitation when it is determined in writing to be in the best interest of the State as provided by the Public Procurement Review Board.
6. The RFP, its amendments, the offeror's proposal and the Best and Final Offer shall constitute the contract.
7. 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 shall be considered unless receipt would have been timely but for the action or inaction of State personnel directly serving the procurement activity.
8. Offerors shall acknowledge receipt of any amendment to the solicitation by signing and returning the form Amendment B with the proposal, by identifying the amendment number and date in the space provided for this purpose on the proposal form, or by letter. The acknowledgment must be received by the MDE by the time and at the place specified for receipt of proposals.
9. The Offeror certifies that the prices submitted in response to the solicitation have been arrived at independently and without – for the purpose of restricting competition – any consultation, communication, or agreement with any other Offeror or competitor relating to those prices, the intention to submit an offer, or the methods or factors used to calculate the Offeror's prices.
10. The Offeror shall submit in writing any trade secrets or other proprietary data contained in the proposal which the Offeror wishes to remain confidential in accordance with Section 25-61-9 and 79-23-1 of the Mississippi Code. Offer must complete Attachment C with the proposal identifying any such information.

## 20. QUALIFICATIONS

The Offeror shall provide the following information, **at a minimum**:

- The name of the Offeror, the location of the Offeror's principal place of business and, if different, the place of performance of the proposed contract;
- The age of the Offeror's business and average number of employees over a previous period of time, as specified in the solicitation;
- The abilities, qualifications, and experience of all persons who would be assigned to provide the required services as specified in the solicitation;
- A listing of other contracts under which services similar in scope, size, or discipline to the required services were performed or undertaken within a previous period of time, as specified in the solicitation; and,
- A plan giving as much detail as is practical explaining how the services as specified in the solicitation shall be performed.

## 21. CRITERIA FOR EVALUATION OF PROPOSALS

The MDE shall ensure fair and equitable treatment of all persons and Offeror's in regard to the evaluation process. The process provides for the selection of the best Offeror in accordance with State and Federal laws and regulations. Specifically, by the provisions of the Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations. A copy of which is available at 501 North West Street Suite 701E; Jackson, MS 39201 for inspection, or downloadable at <http://www.dfa.ms.gov>.

The 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 the MDE.

Proposals submitted by the specified time and containing the eight (8) parts described in the Format and Procedure for Delivery of Proposals section shall be evaluated by an Evaluation Committee selected by the MDE.

The committee evaluates the proposal in three (3) phases:

- 1) The evaluation committee will review and score the Technical Factor sections. The vendor's identifying information is kept confidential during this phase of the evaluation.
- 2) The evaluation committee will review and score the Management Factor sections. The vendor's identifying information is revealed during this phase of the evaluation.
- 3) The evaluation committee will review the Budget Factor section, and a formula applied awarding the lowest bid with the maximum points allowed for the cost factor.

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

### **A. TECHNICAL FACTORS - [30 points]**

#### **1. Management Summary and Philosophy – 5 points**

- Proposal includes a letter that demonstrates a philosophy and clear understanding of the scope of work and services required.

2. Production Proposal – **15 points**

- Proposal for performing the required services is complete and addresses all tasks and processes with methods of delivering the scope of work requirements.
- Past performance of the offeror's proposed methodology is documented.

3. Additional Data – **10 points**

- Additional data that shall aid in evaluation of the proposal submitted (i.e. data coaching efforts provided to other entities).

**B. MANAGEMENT FACTORS – [30 points]**

1. Corporate Experience and Capacity – **7 points**

- Satisfactory evidence of the vendor's years of experience, capability to manage and coordinate the types of activities and provide the services in a timely manner
- Compliance and monitoring.
- Vendor's background and relevant experience as related to the described activities.
- Samples of previous work from current customers.
- Project management plan.

2. Personnel – **15 points**

- Instructional coaches' resumes/curriculum vitae must include experiences in the area of service delivery and the following qualifications:
  - Updated resume/curriculum vitae.
  - Must have at least three (3) years classroom experience in the area of mathematics.
  - Must have at least two (2) years of experience as an instructional coach, curriculum director, lead teacher, administrator, or the like.
  - Proof of valid Mississippi educator's license, endorsement(s), and/or certification(s).
  - Proof of background check conducted.
  - Signed confidentiality statement (may be developed by the Offeror) not to disclose student, teacher, or school information to outside entities or parties.
  - One (1) letter of recommendation/reference from a school or district-level administrative personnel familiar with and/or has direct knowledge of the duties performed by the said personnel that are comparable to the Scope of Work and Responsibilities described herein. This letter of recommendation should be no more than five (5) years old.
- Level of involvement of staff in the day-to-day operations.
- Contract or in-house resources.
- Staff training.

3. References and history of performing work – **8 points**

- At least three (3) references for contracts of similar size and scope of which two (2) references are from current contracts or ones awarded in the past five (5) years.
- Must include school- or district-level administrative personnel that has direct knowledge or duties comparable to the Scope of Work & Responsibilities described herein.

4. Offerors selected for a presentation shall be notified. Presentations shall be conducted onsite at the MDE. If an Offeror cannot commit to the initial scheduled presentation, a make-up day shall be scheduled. Offerors unable to commit to an initial or rescheduled presentation shall not be considered for an award.



### **C. BUDGET FACTORS [40 points]- (weigh for administrative cost and travel costs)**

A formula shall be applied to determine the points awarded to each Offeror. Points shall be given based on the Offeror's costs in relation to the lowest offer.

Costs must be included with a complete budget narrative (see Attachment D, Budget Summary Form, page 41).

Discussions may be conducted with Offerors who submit proposals determined to be reasonably susceptible of being selected for award. Likewise, the MDE also reserves the right to accept any proposal as submitted for contract award, without substantive negotiation of proposed terms, services, or prices. For these reasons, all parties are advised to propose their most favorable terms initially.

Awards shall be made to the responsive and responsible Offeror whose proposal is determined to be the most advantageous to the State, taking into consideration the price and the evaluation factors set forth. Results of the evaluation and the recommendation of the evaluation team shall be forwarded to the State Board of Education (if applicable), and the Public Procurement Review Board (if applicable) for approval.

### **22. PRE-CONFERENCE**

A pre-conference shall be held for interested Offerors to gather information regarding the instructions for submission, understanding the program and proposal process. This pre-conference will take place on **September 20, 2021 at 1:00 p.m. CT** via Microsoft TEAMS or secured ZOOM settings. The registration link for the pre-conference may be accessed [HERE](#) or by visiting <https://gsmu.mdek12.org/public/course/browse>. The Pre-Conference is **NOT** required to apply, but is highly recommended.

### **23. ORAL PRESENTATIONS**

Offeror shall participate in an oral presentation with the MDE division office and shall present and provide written information to division staff, including project scope and objectives, planning approach and methodology, capacity to complete the Scope of Work and Responsibilities described herein, an introduction to the possible project manager and instructional coaches (to include, but not limited to, educator licenses, certifications, years of experience in the functionality of the work, resume/curriculum vitae, and at least one letter of recommendation from a school or district administrator familiar with the job duties performed by said coach that is comparable to the Scope of Work & Responsibilities described herein).

### **24. ACKNOWLEDGMENT OF AMENDMENTS**

Offerors shall acknowledge receipt of any amendment to the solicitation by signing and returning the amendment form with the proposal. The acknowledgement must be received by the MDE by the time and at the place specified for receipt of proposals.

## **25. NOTICE OF INTENT TO AWARD**

Award shall be publicly posted on the MDE's website and MAGIC for 48 hours (2 days) prior to Official award notices. After public posting, the MDE shall notify in writing to the responsible Offeror(s) whose proposal is determined to be the most advantageous to the State taking into consideration evaluation factors set forth in the solicitation. The notice of intended Contract award shall be sent confirmation to the winning Offeror. Unsuccessful Offerors shall be notified in the same manner after the award has been accepted or declined.

## **26. POST-AWARD VENDOR DEBRIEFING**

Vendors shall be given the opportunity to request a debriefing. Upon notification of intent to award or notification of unsuccessful Offeror, vendor shall have three (3) business days to request a post-award debriefing in writing, by U.S. mail or electronic submission. At a minimum, the debriefing should occur within three (3) business days after receipt of the vendor request. The debriefing shall include the following:

- (1) Evaluation of significant weaknesses or deficiencies in the proposal;
- (2) Overall evaluated cost or price and technical rating, if applicable, of the successful vendor(s) and the debriefed vendor;
- (3) Overall ranking of all vendors, when any ranking was developed by the agency during the selection process;
- (4) Summary of the rationale for award; and,
- (5) Reasonable responses to relevant questions about selection procedures contained in the solicitation, applicable regulations, and other applicable authorities that were followed.

## **27. RIGHT TO PROTEST**

A. "Interested Party" shall mean an actual or prospective Offeror that may be aggrieved by the solicitation or award of a contract, or by the protest.

B. "Protestor" shall mean any actual or prospective Offeror who is aggrieved in connections with the solicitation or the award of a contract who files a protest.

C. "Special Assistant Attorney General" shall mean the individual assigned by the Attorney General to provide legal assistance to the State agency.

### **27.1 Procedures for Filing Protests**

Protestors should seek resolution of their complaints initially with the office that issued the solicitation.

Any actual or prospective Offeror who is aggrieved in connection with the solicitation or award of a contract may protest to the Agency Head and provide a copy the Department of Finance and Administration's Director of the Office of Personal and Professional Service Contract Review. The protest shall be submitted in writing within seven (7) calendar days of the intent toward or within seven (7) calendar days of the solicitation posting if the protest is based on the solicitation.

A protest is considered filed when received by the Agency Head. Protests filed after the seven (7) calendar day period shall not be considered.

To file a protest directly to the PPRB, the aggrieved party shall file a protest with the Office of Personal Service Contract Review within seven (7) calendar days after the aggrieved party knew or should have known of the facts and circumstances upon which the protest is based, but in no event later than seven (7) calendar days of the solicitation posting or the intent to award.

## **27.2 Content of Protest**

The written protest letter shall contain:

1. The name and address of the protester.
2. An appropriate identification of the procurement, the procurement number and if a contract has been awarded.
3. An explanation of the specific basis for the protest.
4. The protesting party must provide facts and evidence to support the protest.
5. Provide statement of reason for the protest, supporting exhibits, evidence, or documents to substantiate any claim, unless not available within the filing time in which case the expected availability date shall be indicated.

The protester must place the protest letter in an envelope clearly marked "Protest". A protest is considered filed when received by the MDE, or designee. Protests filed after the seven (7) calendar days established above shall not be considered. And, the protest letter must be mailed to:

The Mississippi Department of Education  
c/o Dr. Carey Wright  
Protest Letter (RFP xxxx102221)  
P.O. Box 771  
Jackson, Mississippi 39201

## **27.3 Protest Decision**

The MDE, in collaboration with the Special Assistant Attorney General, shall promptly issue a decision in writing. The decision shall:

- (a) state the reason for the action taken and
- (b) inform the protester of its right to administrative review.

## **28. AUDIT**

The MDE may conduct random audits to monitor Contractor performance. There shall be no restrictions on the right of the State or Federal government to conduct whatever inspections and audits are necessary to assure quality, appropriateness or timeliness of services and reasonableness of their cost. Pursuant to 31 U.S.C. § 3731(b)(2), claims may be brought up to ten (10) years after the date on which a violation is committed. The right to audit exists for ten (10) years from the final date of the contract period or from the date of completion of any audit, whichever is later.

## **29. PERFORMANCE BOND**

Within ten (10) days of execution of contract and prior to commencement of services under this agreement, Contractor shall provide the Mississippi Department of Education with a Performance Bond in the amount of this agreement, which bond shall be maintained for the prompt and faithful

performance of all Contractor's obligations under this agreement by a surety or sureties that are acceptable to the Mississippi Department of Education.

### **30. STANDARD TERMS AND CONDITIONS**

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

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

Contractor agrees that the MDE, or any of its duly authorized representatives, at any time during the term of this agreement, shall have access to, and the right to audit and examine any pertinent books, documents, papers, and records of Contractor related to the Contractor's charges and performance under this agreement. Such records shall be kept by Contractor for a period of three (3) years after final payment under this agreement, unless the MDE authorizes their earlier disposition. Contractor agrees to refund to the MDE any overpayment disclosed by any such audit. However, if any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of 3-year period, the records shall be retained until completion of the action and resolution of all issues which arise from it.

#### **2. ANTI-ASSIGNMENT/SUBCONTRACTING**

Contractor acknowledges that it was selected by the State to perform the services required hereunder based, in part, upon Contractor's special skills and expertise. Contractor shall not assign, subcontract, or otherwise transfer this agreement, in whole or in part, without the prior written consent of the State, which the State may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer of its obligations without such consent shall be null and void. No such approval by the State of any subcontract shall be deemed in any way to provide for the incurrence of any obligation of the State in addition to the total fixed price agreed upon in this agreement. Subcontracts shall be subject to the terms and conditions of this agreement and to any conditions of approval that the State may deem necessary. Subject to the foregoing, this agreement shall be binding upon the respective successors and assigns of the parties.

#### **3. APPLICABLE LAW**

The contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of law provisions, and any litigation with respect thereto shall be brought in the courts of the State. Contractor shall comply with applicable federal, state, and local laws and regulations.

#### **4. APPROVAL**

It is understood that if this contract requires approval by the Public Procurement Review Board and/or the Mississippi Department of Finance and Administration Office of Personal Service Contract Review and this contract is not approved by the PPRB and/or OPSCR, it is void and no payment shall be made hereunder.

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

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

## **6. AUTHORITY TO CONTRACT**

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

## **7. AVAILABILITY OF FUNDS**

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

## **8. BACKGROUND CHECKS**

Contractor and/or its employees represents neither has ever been convicted or pled guilty or entered a plea of nolo contendere to a felony in any court of the state of Mississippi, another state, or in federal court in which public funds were unlawfully taken, obtained or misappropriated in the abuse or misuse of any office or employment or money coming into its hands by virtue of any office or employment. Contractor and/or its employees agrees to an initial criminal background check to be performed as well as subsequent criminal background checks that may be necessary and all charges associated with these criminal background checks will be the responsibility of Contractor, if applicable. Any disqualifying information received from the criminal background check will render this agreement null and void.

## **9. BOARD APPROVAL**

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

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

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

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

## **11. COMPLIANCE LAWS**

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

## **12. CONFIDENTIALITY**

Notwithstanding any provision to the contrary contained herein, it is recognized that MDE is a public agency of the State of Mississippi and is subject to the Mississippi Public Records Act. Miss. Code Ann. §§ 25-61-1 *et seq.* If a public records request is made for any information provided to MDE pursuant to this agreement and designated by the Contractor in writing as trade secrets or other proprietary confidential information, the MDE shall follow the provisions of Miss. Code Ann. §§ 25-61-9 and 79-23-1 before disclosing such information. The MDE shall not be liable to the Contractor for disclosure of information required by court order or required by law.

## **13. CONTRACTOR PERSONNEL**

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

The MDE shall, throughout the life of the contract, have the right of reasonable rejection and approval of staff or subcontractors assigned to the work by Contractor. If the MDE

reasonably rejects staff or subcontractors, Contractor must provide replacement staff or subcontractors satisfactory to the MDE in a timely manner and at no additional cost to the MDE. The day-to-day supervision and control of Contractor's employees and subcontractors is the sole responsibility of Contractor.

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

#### **14. COPYRIGHTS**

Contractor agrees the MDE shall determine the disposition of the title to and the rights under any copyright by Contractor or employees on copyrightable material first produced or composed under this agreement. Further, Contractor hereby grants to the MDE a royalty-free, nonexclusive, irrevocable license to reproduce, translate, publish, use and dispose of, and to authorize others to do so, all copyrighted (or copyrightable) work not first produced or composed by Contractor in the performance of this agreement, but which is incorporated in the material furnished under the agreement. This grant is provided that such license shall be only to the extent Contractor now has, or prior to the completion of full final settlements of agreement may acquire, the right to grant such license without becoming liable to pay compensation to others solely because of such grant.

Contractor further agrees that all material produced and/or delivered under this contract will not, to the best of Contractor's knowledge, infringe upon the copyright or any other proprietary rights of any third party. Should any aspect of the materials become, or in Contractor's opinion be likely to become, the subject of any infringement claim or suit, Contractor shall procure the rights to such material or replace or modify the material to make it non-infringing.

#### **15. DEBARMENT AND SUSPENSION**

Contractor certifies to the best of its knowledge and belief, that it:

(1) is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency or any political subdivision or agency of the State of Mississippi;

(2) has not, within a three year period preceding this qualification, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction;

(3) has not, within a three year period preceding this qualification, been convicted of or had a civil judgment rendered against it for a violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(4) is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in paragraphs two (2) and (3) of this certification; and,

(5) has not, within a three year period preceding this qualification, had one or more public transactions (federal, state, or local) terminated for cause or default.

## **16. DISCLOSURE OF CONFIDENTIAL INFORMATION**

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

## **17. E-PAYMENT**

Contractor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The agency agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies," which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of invoice. Mississippi Code Ann. § 31-7-301 *et seq.*

## **18. E-VERIFICATION**

If applicable, Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008 and will register and participate in the status verification system for all newly hired employees. Mississippi Code Ann. §§ 71-11-1 *et seq.* The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor agrees to maintain records of such compliance. Upon request of the State and after approval of the Social Security Administration or Department of Homeland Security when required, Contractor agrees to provide a copy of each such verification. Contractor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws. The breach of this agreement may subject Contractor to the following:

(1) termination of this contract for services and ineligibility for any state or public contract in Mississippi for up to three (3) years with notice of such cancellation/termination being made public;

(2) the loss of any license, permit, certification or other document granted to Contractor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year; or both.



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

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

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

(1) is rightfully known to the recipient prior to negotiations leading to this agreement, other than information obtained in confidence under prior engagements;

(2) is generally known or easily ascertainable by nonparties of ordinary skill in the business of the customer;

(3) is released by the disclosing party to any other person, firm, or entity (including governmental agencies or bureaus) without restriction;

(4) is independently developed by the recipient without any reliance on confidential information;

(5) is or later becomes part of the public domain or may be lawfully obtained by the State or Contractor from any nonparty; or,

(6) is disclosed with the disclosing party’s prior written consent.

## **20. FORCE MAJEURE**

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

## **21. INDEMNIFICATION**

To the fullest extent allowed by law, Contractor shall indemnify, defend, save and hold harmless, protect, and exonerate the agency, its commissioners, board members, officers, employees, agents, and representatives, and the State of Mississippi from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever including, without limitation, court costs, investigative fees and expenses, and attorney’s fees, arising out of or caused by Contractor and/or its partners, principals, agents, employees and/or subcontractors in the performance of or failure to

perform this agreement. In the State's sole discretion upon approval of the Office of the Mississippi Attorney General, Contractor may be allowed to control the defense of any such claim, suit, etc. In the event Contractor defends said claim, suit, etc., Contractor shall use legal counsel acceptable to the Office of the Mississippi Attorney General. Contractor shall be solely responsible for all costs and/or expenses associated with such defense, and the State shall be entitled to participate in said defense. Contractor shall not settle any claim, suit, etc. without the concurrence of the Office of the Mississippi Attorney General, which shall not be unreasonably withheld.

## **22. INDEPENDENT CONTRACTOR**

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

## **23. INDEPENDENT PRICE DETERMINATION**

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

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

Any disclosure of those materials, documents, data, and other information which Contractor has designated in writing as proprietary and confidential shall be subject to the provisions of Mississippi Code Annotated §§ 25-61-9 and 79-23-1. As provided in the contract, the personal or professional services to be provided, the price to be paid, and the term of the contract shall not be deemed to be a trade secret, or confidential commercial or financial information.

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

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

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

## 26. MODIFICATION OR RENEGOTIATION

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

## 27. NO LIMITATION OF LIABILITY

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

## 28. ORAL STATEMENTS

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

## 29. PAYMODE

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

## 30. PRICE ADJUSTMENT

(1) **Price Adjustment Methods.** Any adjustments in contract price, pursuant to a clause in this contract, shall be made in one or more of the following ways:

(a) by agreement on a fixed price adjustment before commencement of the Additional performance;

(b) by unit prices specified in the contract;

(c) by the costs attributable to the event or situation covered by the clause, plus appropriate profit or fee, all as specified in the contract; or,

(d) by the price escalation clause.

(2) **Submission of Cost or Pricing Data.** Contractor shall provide cost or pricing data for any price adjustments subject to the provisions of Section 3-401 (Cost or Pricing Data) of the *Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations*.

### **31. PROCUREMENT REGULATIONS**

The contract shall be governed by the applicable provisions of the *Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations*, a copy of which is available at 501 North West Street, Suite 701E, Jackson, Mississippi 39201 for inspection, or downloadable at <http://www.DFA.ms.gov>.

### **32. REPRESENTATION REGARDING CONTINGENT FEES**

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

### **33. REPRESENTATION REGARDING GRATUITIES**

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

### **34. RIGHT TO AUDIT**

Contractor shall maintain such financial records and other records as may be prescribed by the MDE or by applicable federal and state laws, rules, and regulations. Contractor shall retain these records for a period of three years after final payment, or until they are audited by the MDE, whichever event occurs first. These records shall be made available during the term of the contract and the subsequent three-year period for examination, transcription, and audit by the Mississippi State Auditor's Office, its designees, or other authorized bodies.

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

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

### **36. SEVERABILITY**

If any part of this agreement is declared invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of the agreement that can be given effect without the invalid or unenforceable provision, and to this end the provisions hereof are severable. In such even, the parties shall amend the agreement as necessary to reflect the original intent of the parties and to bring any invalid or unenforceable provision in compliance with applicable law.

### **37. STOP WORK ORDER**

(1) **Order to Stop Work:** The Chief Procurement Officer, may, by written order to Contractor at any time, and without notice to any surety, require Contractor to stop all or any part of the work called for by this contract. This order shall be for a specified

period not exceeding 90 days after the order is delivered to Contractor, unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, Contractor shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the Chief Procurement Officer shall either:

- a. cancel the stop work order; or,
- b. terminate the work covered by such order as provided in the Termination for Default clause or the Termination for Convenience clause of this contract.

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

- a. The stop work order results in an increase in the time required for, or in Contractor's properly allocable to, the performance of any part of this contract; and,
- b. Contractor asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage; provided that, if the Chief Procurement Officer decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this contract.

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

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

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

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

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

### 39. TERMINATION FOR DEFAULT

- (1) **Default.** If Contractor refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract or any extension thereof, or otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the Chief Procurement Officer may notify Contractor in writing of the delay or nonperformance and if not cured in ten days or any longer time specified in writing by the Chief Procurement Officer or designee, such officer may terminate Contractor's right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the Chief Procurement Officer may procure similar supplies or services in a manner and upon terms deemed appropriate by the Chief Procurement Officer. Contractor shall continue 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 Chief Procurement Officer, Contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of Contractor in which the MDE has an interest.
- (3) **Compensation.** Payment for completed services delivered and accepted by the State shall be at the contract price. The State may withhold from amounts due Contractor such sums as the Chief Procurement Officer deems to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders and to reimburse the MDE for the excess costs incurred in procuring similar goods and services.
- (4) **Excuse for Nonperformance or Delayed Performance.** Except with respect to defaults of subcontractors, Contractor shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by Contractor to make progress in the prosecution of the work hereunder which endangers such performance) if Contractor has notified the Chief Procurement Officer within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the State and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, Contractor shall not be deemed to be in default, unless the services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit Contractor to meet the contract requirements. Upon request of Contractor, the Chief Procurement Officer shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, Contractor's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly, subject to the rights of the State under the clause entitled (in fixed-price contracts, "Termination for Convenience," in cost-reimbursement contracts, "Termination"). "Termination for Convenience." (As used in this Paragraph of this clause, the term "subcontractor" means subcontractor at any tier).

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

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

This contract may be terminated in whole or in part by the MDE upon written notice to Contractor, if Contractor should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by Contractor of an assignment for the benefit of its creditors. In the event of such termination, Contractor shall be entitled to recover just and equitable compensation for satisfactory work performed under this contract, but in no case shall said compensation exceed the total contract price.

#### **41. TRADE SECRETS, COMMERCIAL AND FINANCIAL INFORMATION**

It is expressly understood that Mississippi law requires that the provisions of this contract which contain the commodities purchased or the personal or professional services provided, the price to be paid, and the term of the contract shall not be deemed to be a trade secret or confidential commercial or financial information and shall be available for examination, copying, or reproduction.

#### **42. TRANSPARENCY**

This contract, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," and its exceptions. See Mississippi Code Ann. §§ 25-61-1 *et seq.* and Mississippi Code Annotated § 79-23-1. In addition, this contract is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Mississippi Code Annotated §§ 27-104-151 *et seq.* Unless exempted from disclosure due to a court-issued protective order, a copy of this executed contract is required to be posted to the Mississippi Department of Finance and Administration's independent agency contract website for public access at <http://www.transparency.mississippi.gov>. Information identified by Contractor as trade secrets, or other proprietary information, including confidential vendor information or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes, will be redacted.

#### **43. UNSATISFACTORY WORK**

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



### Tentative Timeline

September 8, 2021	Release
September 8, 2021 September 15, 2021	Advertisement dates in The Clarion Ledger
September 8, 2021	Mail, email, and post to the MDE website
September 20, 2021	Pre-Conference at 1:00 pm
September 21, 2021	Deadline for submitting written questions via email
September 24, 2021	Deadline for program office response to questions and posting to website
October 12, 2021	Solicitation due by 5:00 p.m. Central Time (CT) to Procurement
October 13, 2021	Proposal opening
October 14-18, 2021	Evaluation of solicitation and/or presentations
December 14, 2021	Notice of intent to Award
December 16, 2021	Contract to The Mississippi Board of Education
December 1, 2021	Contract to Public Procurement Review Board (PPRB)
December 20, 2021 Executed after signatures are obtained	Contract start date

**ATTACHMENT A  
TRANSMITTAL FORM  
MATHEMATICS INSTRUCTIONAL COACHING SERVICES**

**Name of Offeror:** \_\_\_\_\_

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

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

**Location of Offeror's Principal Place of Business:**

\_\_\_\_\_

**Location of Place of Performance (if different from above):**

\_\_\_\_\_

**Phone Number:** \_\_\_\_\_ **Email:** \_\_\_\_\_

**Mailing Address:** \_\_\_\_\_

\_\_\_\_\_

By my signature below, I hereby represent that I am authorized to and do bind the Offeror to the provisions of the attached proposal. I have thoroughly read and understand this solicitation and the attachments herein. I agree to perform the specified personal and professional services in accordance with provisions set forth in the solicitation. I fully understand and shall assure compliance with the Conditions of Solicitation and Standard Terms and Conditions contained in the solicitation I shall secure, at my own expense, applicable personnel who shall be qualified to perform the duties required under this solicitation. Furthermore, I am fully aware of the evaluation criteria to be utilized in awarding the contract.

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

\_\_\_\_\_  
Date

**Proposal Due Date: October 12, 2021 by 5:00 p.m. Central Time (CT)**

**The Mississippi Department of Education  
Office of Procurement  
ATTENTION: Monique Corley  
Mathematics Instructional Coaching Services**

**-See page 5 of this solicitation for the delivery address-**

## ATTACHMENT B CERTIFICATIONS AND ASSURANCES

I/We make the following certifications and assurances as a required element of the qualification to which it is attached, of the understanding that the truthfulness of the facts affirmed here and the continued compliance with these requirements are conditions precedent to the award or continuation of the related contract(s) by circling the applicable word or words in each paragraph below:

### REPRESENTATION REGARDING GRATUITIES

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

### ACKNOWLEDGEMENT OF AMENDMENTS

I acknowledge all amendments, if any, to this solicitation.

Responses to questions shall be treated as amendments to the solicitation and shall require acknowledgment.

### PROSPECTIVE CONTRACTOR'S REPRESENTATION REGARDING CONTINGENT FEES

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

### FEDERAL DEBARMENT CERTIFICATION:

I hereby certify that Contractor is not on the list for federal debarment on [www.sam.gov](http://www.sam.gov) – System for Award Management.

### STATE OF MISSISSIPPI DEBARMENT CERTIFICATION:

I hereby certify that Contractor is not on the list for debarment on [www.sos.ms.gov](http://www.sos.ms.gov) for doing business with the State of Mississippi or with any Mississippi State Agency.

### PARTNERSHIP DEBARMENT CERTIFICATION:

I hereby certify that all entities who are in partnership through this contract or grant with the Mississippi Department of Education (MDE) (subcontractors, subrecipients, et al.) are not on the federal debarment list on [www.sam.gov](http://www.sam.gov) – System for Award Management or the State of Mississippi debarment list. Proof of documentation of partnership verification with SAM shall be kept on file and the debarment status shall be checked prior to submission of every contract/subgrant and modification to MDE.

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**Mathematics Instructional Coaching Services**

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**Offeror's Name**

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**Date**

**ATTACHMENT C  
CERTIFICATION OF INDEPENDENT PRICE DETERMINATION**

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

**PROPRIETARY INFORMATION**

The enclosed proposal **does ( ) or does not ( )** contain trade secrets or other proprietary data which the Offeror 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 Offeror wishes to designate as proprietary, please list page numbers below.

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**Mathematics Instructional Coaching Services**

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**Offeror's Name**

**Date**

*Note: Please sign and check applicable word or words provided in Attachment B and C above.*

## ATTACHMENT D BUDGET SUMMARY FORM

Use the Budget Summary Form to provide a complete budget narrative. On this page, please provide a **brief** but **detailed** budget narrative that explains the following budget categories. This information should include a **detailed** description of the costs included, sufficient to document the **necessity and reasonableness** of **all** costs, and a **clear and concise description** of the computations used to arrive at the total amounts indicated. This page may be reproduced as needed.

<b>Mississippi Department of Education</b> <b>BUDGET SUMMARY PAGE</b> <b>Name of Proposal: <u>Mathematics Instructional Coaching Services</u></b>	
<b>Name of Institution/Organization Submitting Proposal:</b>	
<b>Budget Categories</b>	<b>School Year: 2021-2022</b>
1. Mathematics Instructional Coaching Services (i.e., actual instructional coaching costs)	
2. Administrative costs (must be <b>less than 15%</b> of the total contract award)	
3. Technical assistance related services (e.g., delivery of professional development, resource development, lesson planning, and/or document review for MDE related to math)	
4. Travel	
5. Other (i.e. supplies, be specific)	
Total Cost (lines 1-5)	



Office of Procurement  
**Monique Corley**  
Procurement Director

August 10, 2021

The Clarion Ledger  
Classified Advertisements  
201 South Congress Street  
Jackson, MS 39201

The Mississippi Department of Education is requesting the attached legal ad be advertised for the following dates:

1<sup>st</sup> Release Date: August 16, 2021

2<sup>nd</sup> Release Date: August 23, 2021

To acknowledge receipt of this advertisement letter, please provide an email confirmation and quote to Monique Corley at [MCorley@mdek12.org](mailto:MCorley@mdek12.org).

Please send the invoice for advertising with proof of publication to Monique Corley, The Mississippi Department of Education, Office of Procurement, P.O. Box 771, Jackson, MS 39205.

Sincerely,

Monique Corley, Director  
Office of Procurement

Central High School Building  
359 North West Street  
P.O. Box 771  
Jackson, MS 39205-0771

Phone (601) 359-5716  
Fax (601) 359-6740  
[www.mdek12.org](http://www.mdek12.org)

The Mississippi Department of Education (MDE) is soliciting proposals for the purpose of seeking respondents that are able to provide Mathematics Instructional Coaching Services for struggling Mississippi schools in grades 5-8.

The Request for Proposals may be accessed by potential offerors at [www.mdek12.org](http://www.mdek12.org) under the Public Notices section. Written questions should be submitted to [mdavis@mdek12.org](mailto:mdavis@mdek12.org) by the deadline of August 27, 2021 at 5:00 p.m.

Copies of all questions submitted and the responses will be posted to the MDE website at [www.mdek12.org](http://www.mdek12.org) under the Public Notices section and will be available to the general public by August 30, 2021.

Proposals should be submitted to the following address based upon the delivery method used:

Shipped to:  
(FedEx, UPS, etc.)

Monique Corley  
Office of Procurement  
The Mississippi Department of Education  
Mathematics Instructional Coaching Services  
359 North West Street  
Jackson, MS 39201  
**(DO NOT OPEN)**

The deadline for receipt of proposals is on or before 5:00 p.m., Central Time (CT) on September 17, 2021.

CFDA Number	Title of Federal Program	Federal Award Number

**CONTRACT # 22 22201 XXXX MC**

**INDEPENDENT CONTRACT SIGNATURE SHEET  
 THE MISSISSIPPI DEPARTMENT OF EDUCATION  
 P. O. BOX 771  
 JACKSON, MISSISSIPPI 39205**

<b>Contractor's Name and Address</b> <b>Vendor information</b>	<b>Contractor's Contact Person and Telephone Number:</b>  The MDE Tracking Number: <u>22 22201 XXXX MC</u> Dates of Contract: <b>October 22, 2021- June 30, 2022</b> Page 1 of 15
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The following funds are obligated:

GENERAL	FEDERAL/OTHER FUNDS	TOTAL
\$4,000,000		\$4,000,000

Contractor agrees to carry out tasks outlined in this contract in accordance with all provisions of this contract included herein. The following sections are attached and incorporated into this agreement:

- |   |  |
|---|--|
| <input checked="" type="checkbox"/> Statement of Work<br><input checked="" type="checkbox"/> Special Conditions<br><input checked="" type="checkbox"/> Budget Narrative | <input checked="" type="checkbox"/> Reporting Requirements<br><input checked="" type="checkbox"/> Standard Terms and Conditions<br><input type="checkbox"/> Other: _____ |
|---|--|

<p><b>Approved for the Mississippi Department of Education</b></p> <hr/> <b>Signature</b> _____ <b>Date</b> _____ Name: Nathan Oakley, PhD Title: Chief Academic Officer	<p>Contractor hereby agrees to the terms and conditions specified in the contract and assures of the legal authority to enter into said contract. Contractor further certifies that there is no conflict of interest and that the appropriate leave will be taken to perform the work outlined in the contract.</p> <hr/> <b>Signature</b> _____ <b>Date</b> _____ Name: _____ Title: _____
<hr/> <b>Signature</b> _____ <b>Date</b> _____ Name: Monique Corley Title: Director, Office of Procurement	



The contract between the Mississippi Department of Education (hereinafter referred to as the “MDE”) and **Vendor** (hereinafter referred to as the “Contractor or **Named Vendor**) is for the purpose of operating the Mathematics Instructional Coaching Services to build content knowledge and pedagogical knowledge of the essential elements of mathematics and provide principals with strategies for supporting implementation of effective math instruction. The term of this initial contract is October 22, 2021 through June 30, 2022.

Renewal of contract for optional years will be determined annually and shall be contingent upon successful completion of the services in the preceding year’s contract and a performance-based evaluation.

Based upon the Internal Revenue Service Code, Contractor has been classified as an independent contractor and will not be subject to withholding.

## **B. STATEMENT OF WORK**

Contractor will fulfill all terms and conditions as outlined in the documents listed below.

Attachment 1: The MS Department Request for Proposal for Mathematics Instructional Coaching Services.

Attachment 2: The Proposal submitted by vendors in response to the Mathematics Instructional Coaching Services RFP.

## **C. PROGRAM EVALUATION**

The Contractor shall satisfy all program evaluations as identified in the solicitation, if applicable.

## **D. NOTICES**

All notices required or permitted to be given under this agreement must be in writing and personally delivered or sent by certified United States mail, postage prepaid, return receipt requested, to the party to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

For Contractor: \_\_\_\_\_

For the agency: Mississippi Department of Education, Office of Academic Education, 359 North West Street, P. O. Box 771, Jackson, MS 39205; Dr. Marla Davis, 601-359-3077.

## **E. REPORTING REQUIREMENTS**

The Contractor shall satisfy reporting requirements as stated in the solicitation, if applicable.

- Offeror and/or instructional coaches must administer a needs assessment at the local level at three points during the life of this contract award.
- provide a monthly written update/report by the 30<sup>th</sup> 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.). Quantifiable and qualitative data may include, but is not limited to, number of students served, number of lessons modeled, pre- and post-assessment data from local-level assessments, coaching feedback, etc.)
- as a follow up to the aforementioned written, monthly updates/reports, an in-person or virtual (through ZOOM, TEAMS or similar secured conference platform) meeting must

occur between the project manager and the designated staff at the MDE within five (5) business days to discuss (and where appropriate, provide considerations for upcoming support) during the monthly update/report provided by the Offeror

## F. PRIORITY

The contract consists of the original agreement, the MS Department of Education's Request for Proposals for Mathematics Instructional Coaching Services including the Questions and Answers document (hereinafter referred to as "RFP" and/or "Attachment 1"), and the response proposal by **Name of Vendor** (hereinafter referred to as "Proposal" and/or "Attachment 2"). Any ambiguities, conflicts or questions of interpretations of this contract shall be resolved by first by reference to this agreement and its' modifications in order of effective date and, if still unresolved, by reference to RFP and, if still unresolved, by reference to the Proposal. Omission of any term or obligation from this agreement, modifications, or incorporated attachments shall not be deemed an omission from this contract if such term or obligation is provided for elsewhere in this contract.

## G. SPECIAL CONDITIONS

If applicable, based on the solicitation, the following special condition shall apply:

### 1. LIQUIDATED DAMAGES

All deliverables provided for in this section are subject to liquidated damages. Contractor shall alert MDE as soon as it believes a deliverable subject to liquidated damages is at risk of not meeting its delivery date(s):

Deliverable	Deliverable Date
Start of Contract – End of Calendar Year (December 2021)	
Conduct an <b>initial</b> needs assessment for the remainder of the <b>calendar</b> year for each mathematics classroom teacher that will receive support at each selected school	Must be administered within seven (7) calendar days of the start of the contract. (Sample must be provided with proposal.)
The results of the needs assessment must be evaluated and shared with the MDE	Within fourteen (14) calendar days of administration of needs assessment. (Note: could be included in the immediate, upcoming written monthly update/report.)
Develop and execute an individualized/customized instructional plan of action (POA) for the remainder of the <b>calendar</b> year for each teacher <b>and/or</b> school based on the needs assessment results. (Note: the POA may be modified as described in the Scope of Work & Responsibilities.)	Within fourteen (14) calendar days of administration of the needs assessment
Written update/report with quantifiable <b>and</b> qualitative data as described in the Scope of Work & Responsibilities	By the 30 <sup>th</sup> of <b>each</b> month
In-person or virtual meeting between the project manager and the MDE staff to discuss <b>each</b> written monthly update/report	Within five (5) business days of the submission of <b>each</b> written monthly update/report as described in the Scope of

	Work & Responsibilities
Deliverable	Deliverable Date
January 2022 – March 2022 (Term 3)	
Conduct a <b>second</b> needs assessment for <b>Term 3</b> for each mathematics classroom teacher that will receive support at each selected school	Within seven (7) calendar days of the start of Term 3
The results of the needs assessment must be evaluated and shared with the MDE	Within fourteen (14) calendar days of administration of needs assessment. (Note: could be included in the immediate, upcoming written monthly update/report.)
Develop and execute an individualized/customized instructional plan of action (POA) for <b>Term 3</b> for each teacher <b>and/or</b> school based on the needs assessment results. (Note: the POA may be modified as described in the Scope of Work & Responsibilities.)	Within fourteen (14) calendar days of administration of the needs assessment
Written update/report with quantifiable <b>and</b> qualitative data as described in the Scope of Work & Responsibilities	By the 30 <sup>th</sup> of <b>each</b> month
In-person or virtual meeting between the project manager and the MDE to discuss <b>each</b> monthly update/report	Within five (5) business days of the submission of <b>each</b> written monthly update/report as described in the Scope of Work & Responsibilities
Participate in at least one (1) agreed upon state-wide or regional learning or professional development opportunity being hosted by the MDE as described in the Scope of Work & Responsibilities	Can occur anytime between January 1, 2022 and June 30, 2022
Deliverable	Deliverable Date
March 2022 – June 2022 (Term 4)	
Conduct a <b>third</b> needs assessment for <b>Term 4</b> for each mathematics classroom teacher that will receive support at each selected school	Within seven (7) calendar days of the start of the start of Term 4
The results of the needs assessment must be evaluated and shared with the MDE	Within fourteen (14) calendar days of administration of needs assessment. (Note: could be included in the immediate, upcoming written monthly update/report.)
Develop and execute an individualized/customized instructional plan of action (POA) for <b>Term 4</b> for each teacher <b>and/or</b> school based on the needs assessment results. (Note: the POA may be modified as described in the Scope of Work & Responsibilities.)	Within fourteen (14) calendar days of administration of the needs assessment.
Work with the Mississippi Department of Education to coordinate, develop and deliver at most three full-day regional professional development workshops (Preparation for	No later than fourteen (14) calendar days prior to the first day of the Spring 2022 MAAP assessment window opening

Spring 2022 MAAP Administration)	
Written update/report with quantifiable <b>and</b> qualitative data as described in the Scope of Work & Responsibilities	By the 30 <sup>th</sup> of <b>each</b> month
In-person or virtual meeting between the project manager and the MDE to discuss <b>each</b> monthly update/report	Within five (5) business days of the submission of <b>each</b> written monthly update/report as described in the Scope of Work & Responsibilities
Participate in at least one (1) agreed upon state-wide or regional learning or professional development opportunity being hosted by the MDE as described in the Scope of Work & Responsibilities	Can occur anytime between January 1, 2022 and June 30, 2022

### **3. MATERIAL CHANGES TO PRODUCT**

Contractor shall not make any material changes to products/deliverables under this agreement without prior written notification to the MDE and approved by the MDE. Any changes shall be made in writing, clearly stating the changes being affected and shall be duly executed by an authorized representative of MDE and Contractor.

#### **H. DATA SHARING AGREEMENT**

The execution of a Data Sharing Agreement shall be required prior to the release of any student level data by the Mississippi Department of Education. Failure to adhere to the provisions of the Data Sharing Agreement may result in termination of the contract and/or may result in denial of subsequent renewal requests.

#### **I. ETHICS**

In compliance with State law, Contractor who is employed by a public entity agrees to arrange with his/her employer to take the appropriate leave (annual, professional, compensatory, etc.) during the period of service covered by this contract. Contractor also agrees not to utilize resources of the public employer to perform the services pursuant to this contract. Prior to execution of this contract, Contractor must submit to the MDE a Certification (on the MDE form) executed from his/her employer whereby the public employer acknowledges that it is aware of its employee working for the MDE.

Additionally, if applicable Contractor agrees to comply with Miss. Code Ann. § 25-4-105 and may be subject to civil and criminal penalties if found violating the conflict-of-interest provisions of State law.

#### **J. STANDARD TERMS AND CONDITIONS**

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

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

Contractor agrees that the MDE, or any of its duly authorized representatives, at any time during the term of this agreement, shall have access to, and the right to audit and examine any pertinent books, documents, papers, and records of Contractor related to Contractor's charges and performance under this agreement. Such records shall be kept by Contractor for a period of three (3) years after final payment under this

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

## **2. ANTI-ASSIGNMENT/SUBCONTRACTING**

Contractor acknowledges that it was selected by the State to perform the services required hereunder based, in part, upon Contractor's special skills and expertise. Contractor shall not assign, subcontract, or otherwise transfer this agreement, in whole or in part, without the prior written consent of the State, which the State may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer of its obligations without such consent shall be null and void. No such approval by the State of any subcontract shall be deemed in any way to provide for the incurrence of any obligation of the State in addition to the total fixed price agreed upon in this agreement. Subcontracts shall be subject to the terms and conditions of this agreement and to any conditions of approval that the State may deem necessary. Subject to the foregoing, this agreement shall be binding upon the respective successors and assigns of the parties.

## **3. APPLICABLE LAW**

The contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of law provisions, and any litigation with respect thereto shall be brought in the courts of the State. Contractor shall comply with applicable federal, state, and local laws and regulations.

## **4. APPROVAL CLAUSE**

It is understood that if this contract requires approval by the Public Procurement Review Board and/or the Mississippi Department of Finance and Administration Office of Personal Service Contract Review and this contract is not approved by the PPRB and/or OPSCR, it is void and no payment shall be made hereunder.

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

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

## **6. AUTHORITY TO CONTRACT**

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

## **7. AVAILABILITY OF FUNDS**

It is expressly understood and agreed that the obligation of the MDE to proceed under this agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing time fulfillment of the agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the MDE, the MDE shall have the right upon ten (10) working days written notice to Contractor, to terminate this agreement without

damage, penalty, cost or expenses to the MDE of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

#### **8. BACKGROUND CHECKS**

Contractor and/or its employees represents neither has ever been convicted or pled guilty or entered a plea of nolo contendere to a felony in any court of the state of Mississippi, another state, or in federal court in which public funds were unlawfully taken, obtained or misappropriated in the abuse or misuse of any office or employment or money coming into its hands by virtue of any office or employment. Contractor and/or its employees agrees to an initial criminal background check to be performed as well as subsequent criminal background checks that may be necessary and all charges associated with these criminal background checks will be the responsibility of Contractor, if applicable. Any disqualifying information received from the criminal background check will render this agreement null and void.

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

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

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

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

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

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

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

#### **12. CONFIDENTIALITY**

Notwithstanding any provision to the contrary contained herein, it is recognized that MDE is a public agency of the State of Mississippi and is subject to the Mississippi Public Records Act. Miss. Code Ann. §§ 25-61-1 *et seq.* If a public records request is made for any information provided to MDE pursuant to this agreement and designated by the Contractor in writing as trade secrets or other proprietary confidential information, the MDE shall follow the provisions of Miss. Code Ann. §§ 25-61-9 and 79-23-1 before disclosing such

information. The MDE shall not be liable to the Contractor for disclosure of information required by court order or required by law.

### **13. CONTRACTOR PERSONNEL**

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

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

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

### **14. COPYRIGHTS**

Contractor agrees the MDE shall determine the disposition of the title to and the rights under any copyright by Contractor or employees on copyrightable material first produced or composed under this agreement. Further, Contractor hereby grants to the MDE a royalty-free, nonexclusive, irrevocable license to reproduce, translate, publish, use and dispose of, and to authorize others to do so, all copyrighted (or copyrightable) work not first produced or composed by Contractor in the performance of this agreement, but which is incorporated in the material furnished under the agreement. This grant is provided that such license shall be only to the extent Contractor now has, or prior to the completion of full final settlements of agreement may acquire, the right to grant such license without becoming liable to pay compensation to others solely because of such grant.

Contractor further agrees that all material produced and/or delivered under this contract will not, to the best of Contractor's knowledge, infringe upon the copyright or any other proprietary rights of any third party. Should any aspect of the materials become, or in Contractor's opinion be likely to become, the subject of any infringement claims or suit, Contractor shall procure the rights to such material or replace or modify the material to make it non-infringing.

### **15. DEBARMENT AND SUSPENSION**

Contractor certifies to the best of its knowledge and belief, that it:

- (1) is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency or any political subdivision or agency of the State of Mississippi;
- (2) has not, within a three year period preceding this proposal, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction;
- (3) has not, within a three year period preceding this proposal, been convicted of or had a civil judgment rendered against it for a violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(4) is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in paragraphs two (2) and (3) of this certification; and,

(5) has not, within a three year period preceding this proposal, had one or more public transactions (federal, state, or local) terminated for cause or default.

## **16. DISCLOSURE OF CONFIDENTIAL INFORMATION**

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

## **17. E-PAYMENT**

Contractor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The agency agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies," which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of invoice. Mississippi Code Ann. § 31-7-301 *et seq.*

## **18. E-VERIFICATION**

If applicable, Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008 and will register and participate in the status verification system for all newly hired employees. Mississippi Code Ann. §§ 71-11-1 *et seq.* The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor agrees to maintain records of such compliance. Upon request of the State and after approval of the Social Security Administration or Department of Homeland Security when required, Contractor agrees to provide a copy of each such verification. Contractor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws. The breach of this agreement may subject Contractor to the following:

- (1) termination of this contract for services and ineligibility for any state or public contract in Mississippi for up to three (3) years with notice of such cancellation/termination being made public.
- (2) the loss of any license, permit, certification or other document granted to Contractor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year; or, both.
- (3) In the event of such cancellation/termination, Contractor would also be liable for any additional costs incurred by the State due to Contract cancellation or loss of license or permit to do business in the State.

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

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

- (1) is rightfully known to the recipient prior to negotiations leading to this agreement, other than information obtained in confidence under prior engagements.



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

## **20. FORCE MAJEURE**

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

## **21. INDEMNIFICATION**

INDEMNIFICATION To the fullest extent allowed by law, Contractor shall indemnify, defend, save and hold harmless, protect, and exonerate the agency, its commissioners, board members, officers, employees, agents, and representatives, and the State of Mississippi from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever including, without limitation, court costs, investigative fees and expenses, and attorney's fees, arising out of or caused by Contractor and/or its partners, principals, agents, employees and/or subcontractors in the performance of or failure to perform this agreement. In the State's sole discretion upon approval of the Office of the Mississippi Attorney General, Contractor may be allowed to control the defense of any such claim, suit, etc. In the event Contractor defends said claim, suit, etc., Contractor shall use legal counsel acceptable to the Office of the Mississippi Attorney General. Contractor shall be solely responsible for all costs and/or expenses associated with such defense, and the State shall be entitled to participate in said defense. Contractor shall not settle any claim, suit, etc. without the concurrence of the Office of the Mississippi Attorney General, which shall not be unreasonably withheld.

## **22. INDEPENDENT CONTRACTOR**

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

## **23. INDEPENDENT PRICE DETERMINATION**

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

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

Any disclosure of those materials, documents, data, and other information which Contractor has designated in writing as proprietary and confidential shall be subject to the provisions of Mississippi Code Annotated

§§ 25-61-9 and 79-23-1. As provided in the contract, the personal or professional services to be provided, the price to be paid, and the term of the contract shall not be deemed to be a trade secret, or confidential commercial or financial information.

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

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

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

## **26. MODIFICATION OR RENEGOTIATION**

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

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

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

## **28. ORAL STATEMENTS**

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

## **29. PAYMODE**

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

## **30. PRICE ADJUSTMENT**

(1) **Price Adjustment Methods.** Any adjustments in contract price, pursuant to a clause in this contract, shall be made in one or more of the following ways:

- (a) by agreement on a fixed price adjustment before commencement of the Additional performance;

- (b) by unit prices specified in the contract;
- (c) by the costs attributable to the event or situation covered by the clause, plus appropriate profit or fee, all as specified in the contract; or,
- (d) by the price escalation clause.

(2) **Submission of Cost or Pricing Data.** Contractor shall provide cost or pricing data for any price adjustments subject to the provisions of Section 3-401 (Cost or Pricing Data) of the *Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations*.

### **31. PROCUREMENT REGULATIONS**

The contract shall be governed by the applicable provisions of the *Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations*, a copy of which is available at 501 North West Street, Suite 701E, Jackson, Mississippi 39201 for inspection, or downloadable at <http://www.DFA.ms.gov>.

### **32. REPRESENTATION REGARDING CONTINGENT FEES**

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

### **33. REPRESENTATION REGARDING GRATUITIES**

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

### **34. RIGHT TO AUDIT**

Contractor shall maintain such financial records and other records as may be prescribed by the MDE or by applicable federal and state laws, rules, and regulations. Contractor shall retain these records for a period of three years after final payment, or until they are audited by the MDE, whichever event occurs first. These records shall be made available during the term of the contract and the subsequent three-year period for examination, transcription, and audit by the Mississippi State Auditor's Office, its designees, or other authorized bodies.

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

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

### **36. SEVERABILITY**

If any part of this agreement is declared invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of the agreement that can be given effect without the invalid or unenforceable provision, and to this end the provisions hereof are severable. In such even, the parties shall amend the

agreement as necessary to reflect the original intent of the parties and to bring any invalid or unenforceable provision in compliance with applicable law.

### 37. STOP WORK ORDER

- (1) **Order to Stop Work:** The Chief Procurement Officer, may, by written order to Contractor at any time, and without notice to any surety, require Contractor to stop all or any part of the work called for by this contract. This order shall be for a specified period not exceeding 90 days after the order is delivered to Contractor, unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, Contractor shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the Chief Procurement Officer shall either:
  - a. cancel the stop work order; or,
  - b. terminate the work covered by such order as provided in the Termination for Default clause or the Termination for Convenience clause of this contract.
  
- (2) **Cancellation or Expiration of the Order:** If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, Contractor shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or Contractor price, or both, and the contract shall be modified in writing accordingly, if:
  - a. The stop work order results in an increase in the time required for, or in Contractor's properly allocable to, the performance of any part of this contract; and,
  - b. Contractor asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage; provided that, if the Chief Procurement Officer decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this contract.
  
- (3) **Termination of Stopped Work:** If a stop work order is not canceled and the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise.
  
- (4) **Adjustments of Price:** Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment clause of this contract.

### 38. TERMINATION FOR CONVENIENCE

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

### 39. TERMINATION FOR DEFAULT

- (1) **Default.** If Contractor refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract or any extension thereof, or otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the Chief Procurement Officer may notify Contractor in writing of the delay or nonperformance and if not cured in ten days or any longer time specified in writing by the Chief Procurement Officer or designee, such officer may terminate Contractor's right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the Chief Procurement Officer may procure similar supplies or services in a manner and upon terms deemed appropriate by the Chief Procurement Officer. Contractor shall continue 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 Chief Procurement Officer, Contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of Contractor in which the MDE has an interest.
- (3) **Compensation.** Payment for completed services delivered and accepted by the State shall be at the contract price. The State may withhold from amounts due Contractor such sums as the Chief Procurement Officer deems to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders and to reimburse the MDE for the excess costs incurred in procuring similar goods and services.
- (4) **Excuse for Nonperformance or Delayed Performance.** Except with respect to defaults of subcontractors, Contractor shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by Contractor to make progress in the prosecution of the work hereunder which endangers such performance) if Contractor has notified the Chief Procurement Officer within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the State and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, Contractor shall not be deemed to be in default, unless the services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit Contractor to meet the contract requirements. Upon request of Contractor, the Chief Procurement Officer shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, Contractor's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly, subject to the rights of the State under the clause entitled (in fixed-price contracts, "Termination for Convenience," in cost-reimbursement contracts, "Termination"). "Termination for Convenience." (As used in this Paragraph of this clause, the term "subcontractor" means subcontractor at any tier).
- (5) **Erroneous Termination for Default.** If, after notice of termination of Contractor's right to proceed under the provisions of this clause, it is determined for any reason that the contract was not in default under the provisions of this clause, or that the delay was excusable under the provisions of Paragraph (4) (Excuse for Nonperformance or Delayed Performance) of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the MDE, be the same as if the notice of termination had been issued pursuant to such clause.
- (6) **Additional Rights and Remedies.** The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

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

This contract may be terminated in whole or in part by the MDE upon written notice to Contractor, if Contractor should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by Contractor of an assignment for the benefit of its creditors. In the event of such termination, Contractor shall be entitled to recover just and equitable compensation for satisfactory work performed under this contract, but in no case shall said compensation exceed the total contract price.

#### **41. TRADE SECRETS, COMMERCIAL AND FINANCIAL INFORMATION**

It is expressly understood that Mississippi law requires that the provisions of this contract which contain the commodities purchased or the personal or professional services provided, the price to be paid, and the term of the contract shall not be deemed to be a trade secret or confidential commercial or financial information and shall be available for examination, copying, or reproduction.

#### **42. TRANSPARENCY**

This contract, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," and its exceptions. See Mississippi Code Ann. §§ 25-61-1 *et seq.* and Mississippi Code Annotated § 79-23-1. In addition, this contract is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Mississippi Code Annotated §§ 27-104-151 *et seq.* Unless exempted from disclosure due to a court-issued protective order, a copy of this executed contract is required to be posted to the Mississippi Department of Finance and Administration's independent agency contract website for public access at <http://www.transparency.mississippi.gov>. Information identified by Contractor as trade secrets, or other proprietary information, including confidential vendor information or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes, will be redacted.

#### **43. UNSATISFACTORY WORK**

If, at any time during the contract term, the service performed, or work done by Contractor is considered by the Agency to create a condition that threatens the health, safety, or welfare of the citizens and/or employees of the State of Mississippi, Contractor shall, on being notified by the Agency, immediately correct contract or with its own resources at the expense of Contractor.

### **K. COMPENSATION AND FINANCIAL REPORTS**

This contract is based upon a fixed amount of **\$ 4,000,000.00** from **October 22, 2021- through June 30, 2022**. Payment of the fixed amount of the contract shall be made upon successful completion of all work specified in the contract and upon receipt of an invoice by the 8th working day of the month following the completion of the work. Failure to provide the work may result in the withholding of total payment or may result in partial payment until contractor completes tasks as specified.

### **M. BUDGET NARRATIVE**

The Mississippi Department of Education will pay **Vendor(s)** an amount not to exceed \$4,000,000.00 total amount of contract for the purpose of operating the Mathematics Instructional Coaching Services contract to build content knowledge and pedagogical knowledge of the essential elements of mathematics and provide principals with strategies for supporting implementation of effective math instruction.