

# Attala County School District

100 Courthouse Building, Suite 3  
Kosciusko, MS 39090

## Requests for Proposal (RFP) RFP #2024-001

**Ethel High School, Greenlee Elementary School, Long Creek Elementary School, and  
McAdams High School**

### **District Wide Support;**

Leadership Training including School-Wide Principal Coaching Support  
Special Education Teacher Support  
PreK-12 Curriculum Alignment  
District Data Management Program (Individual Student by Class)  
Community/Parental Involvement Service

### **Elementary Subject Area Support**

PreK-6 Literacy and Language Arts Curriculum Support  
ELA/Math/Science Teacher Coaching Support  
Student Remediation (One-On-One, Small Groups)

### **Secondary Subject Area Support**

Teacher Coaching Support (English II, Algebra I, U. S. History, Biology)  
Student Remediation (One-On-One, Small Groups)

March 21, 2024

**INTENT TO SUBMIT PROPOSAL FORM**

**Attala County School District**

**Professional Development and Student Remediation Services**

This is a non-binding Intent to Submit Proposal Form due by April 12, 2024. This form must be sent to:

Attala County School District  
Attn: Kyle Hammond, Superintendent  
Phone: (662) 289-2801  
Fax: (662) 289-2804  
100 Courthouse Building Suite 3, Kosciusko, MS 39090

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

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

Mailing Address:	Physical Address:
_____	_____
_____	_____
_____	_____

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

E-mail Address: \_\_\_\_\_

It is the contractor's intent to submit a proposal that meets the criteria set forth in this RFP.

Signature of Contact Person \_\_\_\_\_ Date \_\_\_\_\_

**If this form is faxed or emailed, please call Kyle Hammond at 662-289-2801 to verify the receipt of the fax or email.**

## Introduction

The Attala County School District through the Office of Federal Programs, as part of its requirement to implement the provisions of the Title 1003a School Improvement, and Title I, Part A and Title II (Improving Teacher Quality and Student Subject Area Test Preparation) is soliciting written proposals from potential service providers for professional development and student services.

Note: When **Title I, 1003a, Title I, Title II** funds are utilized for services, vendor awarded services must comply with all State and Federal guidelines.

## Project Overview

Funds for requested services are allocated through Title I, Title I, 1003a School Improvement, Title II, Part A (Improving Teacher Quality and Student Subject Area Test Preparation). The intent of this proposal is to provide job embedded professional development, on-site consultation, and student remediation for teachers, students, and administrators during the school years **2024-2025** (Renewal of services each year will depend upon a satisfactory evaluation). Professional learning and student test preparation activities must be specifically designed to increase the academic success of all sub-groups of students as measured by the Mississippi Academic Assessment Program. **Specific attainable growth goals will be determined and agreed upon between the service provider and the Attala County School District administrative team.**

The services should include, but not limited to;

### **District Wide Support;**

Leadership Training including School-Wide Principal Coaching Support  
Special Education Teacher Support  
PreK-12 Curriculum Alignment  
District Data Management Program (Individual Student by Class)  
Community/Parental Involvement Service

### **Elementary Subject Area Support**

PreK-6 Literacy and Language Arts Curriculum Support  
Math/ELA/Science Teacher Coaching Support  
Student Remediation (One-On-One, Small Groups)

### **Secondary Subject Area Support**

Teacher Coaching Support (English II, Algebra I, U. S. History, Biology)  
Student Remediation (One-On-One, Small Groups)

### **Service Providers will be required to submit:**

- Written reports to the superintendent, instructional supervisor, building level administrator, and assistant superintendent/federal programs director within two days of a site visit.
- Monthly, on-site briefings with the superintendent and appropriate district level administrators.

**Content Based Professional Learning:** The project must focus professional learning and student remediation on deep English II, Algebra I, U. S. History, Biology I, K – 8<sup>th</sup> grade ELA, and 5<sup>th</sup>/8<sup>th</sup> grade Science and K – 8<sup>th</sup> grade Math content areas based on the Mississippi College and Career Readiness Standards, as well as reading instruction in the content areas for teachers in grades K-12. Alignment to the English II, Algebra I, U. S. History, Biology I, K – 8<sup>th</sup> grade ELA, K – 8<sup>th</sup> grade Math, and 5<sup>th</sup>/8<sup>th</sup> grade Science Mississippi College and Career Readiness Standards and the National Staff Development Council and Learning Forward Standards must be well defined. Each project will be required to implement a professional learning model which includes intensive onsite professional development and/or student services.

**Needs Assessment:** The project must address the results of a comprehensive assessment of teacher quality, teacher professional learning needs, student data, and student learning needs with respect to the teaching, learning, and mastering the Mississippi College and Career Readiness Standards in English II, Algebra I, U. S. History, Biology I, K – 8<sup>th</sup> grade ELA, K – 8<sup>th</sup> grade Math, and 5<sup>th</sup> / 8<sup>th</sup> Science. The professional learning and student services should be sustained, intensive, and classroom/student focused to have a positive and sustained impact on classroom instruction, student achievement and teacher performance and support hands-on instruction with students.

**Scientifically Based Research:** The professional development and student services activities to be carried out must be based on a review of proven evidenced-based scientific research. An explanation of how the activities expect to improve student academic achievement and strengthen the quality of instruction must be included.

### **Proposal Requirements**

The narrative sections of the proposal must be double-spaced, and the font used must not be smaller than 12-point. Proposals must consist of the following components:

**Part 1 is the Submission Cover Sheet** (Attachment A) which shall serve as the cover page of the proposal.

**Part 2 includes the Statements of Assurances** (Attachment B). The statements of assurances must be signed by the authorized official of the vendor submitting the proposal.

**Part 3 is the Abstract.** The proposal must include a one-page summary that briefly describes the activities and key features that will be addressed and expected outcomes.

**Part 4 is the Program Narrative** which shall not exceed 30 pages. The Program Narrative shall contain the following elements:

**Needs Assessment:** The description shall indicate a clear understanding of results of a needs assessment and how the goals and activities of the program are directly related to those needs with respect to the teaching and learning of the Mississippi College and Career Readiness Standards in English II, Algebra I, U.S. History, and Biology I, PreK – 8<sup>th</sup> grade ELA, Prek – 8<sup>th</sup> grade Math, and 5<sup>th</sup>/8<sup>th</sup> Science.

**Projected Outcomes:** The proposal must clearly provide projected outcomes of services/work provided in SMART Goals format.

**Plan of Work:** The proposal must clearly describe the goals and objectives. The description should indicate a timeline and an estimate of the number, type, duration, and intensity of professional development and student activities. The description of the plan must include a comprehensive planning process for monitoring alignment between curriculum, assessment, instruction, and student outcomes through a comprehensive planning process.

**Scope of Work:** The plan shall be specifically developed for the Attala County School District based on the comprehensive need's assessment. The description should outline the plan for assisting in assessing students' learning strengths and deficiencies using multiple data sources, including state, school, and district data; training and job- embedded professional development for instructional staff and rigorous student instruction for English, Mathematics, Social Studies and Science as indicated by the comprehensive needs assessment; and training/student needs identified through observations or by district request. The plan should also specify the vendor's plan for executing onsite professional development and student services that is conducted within the classroom and with students.

**Alignment with the Mississippi College and Career Readiness Standards:** The professional development activities and student remediation should develop the content knowledge of teachers in the areas of English II, Algebra I, U.S. History, Biology I, Seventh and Eighth Grade ELA, and Seventh and Eighth Grade Math, and 5/8<sup>th</sup> grade Science based on the Mississippi College and Career Readiness Standards. The proposal must link the professional development proposed to the high school content standards, which can be found at [www.mdek12.org](http://www.mdek12.org). Alignment to the National Staff Development Council and Learning Forward Standards is also required.

**Reporting:** The vendor shall develop and submit reports to the school administration, superintendent, curriculum director, and assistant superintendent/federal programs director no later than the second day following the site visit. The report shall include status, progress, and next steps.

**Management Capability:** The description must clearly demonstrate that the submitting vendor has the capability of managing the project, organizing the work and meeting deadlines.

**Sustainability:** The description should contain evidence that the plan can be sustained beyond the life of the plan. The Vendor will compile and deliver a professional development/student services packet to the Attala County School District at the conclusion of the grant. The packet will include all participant materials (e.g., handouts, activities, etc.), facilitator notes, and any other necessary components needed to replicate the professional development and student services.

**Part 5 is the Evaluation:** The project shall include responses to the following questions:

1. What data can you show that relate directly to the outcomes of your work? Please provide examples of your organization's data.
2. How rigorously, if at all, do you evaluate your process?
3. What internal checks do you use to ensure you are on course in providing services?
4. At what point do you make internal corrections so that you meet your targets?
5. How do you communicate a lack of progress toward your goals or those for the school?
6. What research and data do you rely on to guide your process?

The proposal should include an online solution to enable the district to tie professional development and student services provided to teacher improvement and student outcomes. This system should allow the district to determine the return on the investment in professional services obtained from this contract.

**Part 6: Budget:** The budget should be clearly tied to the scope and requirements of this plan. The budget narrative should describe the basis for determining the amounts shown on the Budget/Cost Summary Form (Attachment C). The contract is a fixed-price contract. The project is based on a nine-month performance period. The vendors' services will be evaluated at the midpoint of the contract to determine performance satisfaction.

**Ineligible Costs:** Funds may not be used for the following:

- purchase of non-instructional materials and equipment
- purchase of computers, projectors, Smart Boards or similar equipment for the exclusive use of individual teacher participants or project staff
- cost for entertainment

**Part 7: References:** The vendor shall provide a full list of sites and contact information where services have been rendered by the vendor. The vendor shall also submit a minimum of five letters of reference from previous clients that specifically relate to the school improvement services of your organization.

**Part 8: Experience:** The proposal must include a resume for all staff that the vendor will have working in the school. The project shall include responses to the following questions: (1) What are examples of turnaround where you were the provider? (2) What did you learn

from these experiences? (3) How many staff does your process require? (4) How often will you be on-site? (5) How do you propose to work with district and school staff? (6) What are your processes? (7) What is your process for providing professional development and student services to school districts? (Be specific). (8) What process do you have in place when vendor staff and or activities do not meet the needs of the district?

**Part 9: Standard Terms and Conditions** – Attachment E

**Part 10: Proprietary Information** – Attachment F

## Proposal Procedures

**A. Procedures for Delivery of Proposals:** One (1) original and three (3) copies of the written proposal must be received or postmarked **on or before MAY 1, 2024**. The envelope must be sealed and marked Professional Development Services July 1, 2024 – June 31, 2025.

Attala County School District

**Superintendent**

**ATTN: Kyle Hammond**

**100 Courthouse Building Suite 3, Kosciusko, MS 39090**

The service provider is responsible for ensuring that the competitive proposal is delivered by the required time and assumes all risk of delivery.

**Incomplete proposals will not be accepted and cannot be returned for revisions. No faxed or emailed copies will be accepted, and the original must have original signatures. Proposals will not be accepted after the deadline.**

**B. Acceptance of Proposals:** The Attala County School District reserves the right, in its sole discretion, to waive minor irregularities in proposals. A minor irregularity is a variation from the Request for Proposals (RFP) that does not affect the proposal or give one party an advantage or benefit not enjoyed by other parties or adversely impact the interest of the Attala County School District. Waivers, when granted, shall in no way modify the RFP requirements or excuse the party from full compliance with the RFP requirements if the party is awarded the grant.

**C. Rejection of Proposals:** Proposals that do not conform to the requirements of this RFP may be rejected by the Attala County School District. Proposals may be rejected for reasons that include, but are not limited to, the following:

- The proposal contains unauthorized amendments to requirements of this RFP
- The proposal is conditional.
- The proposal is incomplete and contains irregularities that make the proposal indefinite or ambiguous.
- The proposal is not signed by the authorized representative.
- The proposal contains false or misleading statements or references. •  
The proposal does not meet all requirements of the RFP.

**D. Disposition of Proposals:** All proposals become the property of the Attala County School District.

**E. Conditions of Solicitation:** The Attala County School District reserves the right to accept, reject, or negotiate regarding submitted proposals based on the evaluation criteria contained in this document. The final decision to award a grant rests solely with the Superintendent of the Attala County School District.



Before preparing the proposal, the applicant should note that:

1. All proposals, in their entirety, will become the property of the WPSD upon submission.
2. The award of a grant for any proposal program is contingent upon the following:
  - Favorable evaluation of the proposal
  - Approval of the proposal by the Superintendent for the Attala County School District
  - Successful negotiation of any changes to the proposal as required by the Attala County School District
3. The Attala County School District will not be liable for any costs associated with the preparation of proposals incurred by the applicant; and
4. Dollars received as an outcome of this proposal cannot be used to cover any costs associated with the preparation of the proposal.

The Attala County School District also reserves the right to accept any proposal submitted for grant award, without negotiation. Therefore, applicants are advised to propose their most favorable terms initially.

Applicants will be required to assume full responsibility for meeting all specified requirements stated in the RFP.

**F. Review Process (Attachment D):** Proposals will be reviewed by the Attala County School District for completeness and compliance with the requirements set forth in the Request for Proposals. Any questions about significant omissions from a proposal or about applicant eligibility will be referred to the proposing organization. If, in the judgment of the Attala County School District, a proposal is late, significantly incomplete, or an applicant cannot establish its eligibility, the proposal will be omitted from the competition. The decision of the Attala County School District is final. Applicants submitting proposals that are withdrawn due to incompleteness or ineligibility will be notified in writing.

A review panel will evaluate eligible applications considering the required application components and the Attala County School District's established criteria. The review panel will review each eligible application and make recommendations to the Superintendent of the Attala County School District. Consideration will be based upon the following criteria: the final score assigned to each proposal by the review panel; the cost effectiveness ratio determined by the relationship between the number of days of service, the actual number of on-site visits, instructional contact time, and the total cost of the program.

Following approval by the Superintendent of the Attala County School District the Superintendent will contact the selected Project Director to discuss any modifications of the project plan that may be required.

**G. Criteria for Evaluation of Proposal:** The grant proposals will be read and scored by a review panel based on the proposal requirements listed in this RFP. The review panel will be composed of individuals with educational expertise and leadership. The evaluation

committee will recommend the proposal to be forwarded to the Attala County School District Office of the Superintendent for final approval.

A contract will be negotiated with the applicant that has the highest points, whose proposal is most advantageous to the Attala County School District and/or comprehensive and responsive as determined by the evaluation committee.

**The Attala County School District reserves the right to reject any and all of the proposals.**

The evaluation committee will review the proposals and score each proposal according to the criteria listed below.

**Proposal Evaluation Criteria**

Efficacy of Plan	30 Points
Evaluation Plan	20 Points
References and Experiences	25 Points
Demonstration of Need and Research Based Applications	10 Points
Budget and Cost Effectiveness	15 Points

Total Points 100

**Tentative Timeline:**

RFP Issued	March 21, 2024
Intent to Bid Form	April 12, 2024
Proposals Due by 10:00 am	May 1, 2024
Opening of Proposals	May 6, 2024
Evaluation of Proposals	May 7, 2024
Committee recommendation to the superintendent	May 17, 2024
Superintendent's recommendation to the School Board for approval	June 6, 2024

## **Responsibilities of an Approved Provider**

Approved supplemental educational services providers are required to do the following:

Ensure that the professional development/consultative services provided, and the content used by the provider are consistent with those of the school district and State and are aligned with the Mississippi College and Career Readiness Standards

Enter into an agreement with the district that includes:

- Statement of SMART Goals
- Description of how the progress will be measured
- Timetable for implementing services
- Initiation date, frequency, and duration of services to be provided
- Payment provisions based on services provided
- Description of the services to be provided
- Qualifications of staff responsible for the delivery of the services
- Written reports to the superintendent, building level administrator, and specified district level administrators not more than two days following each day of service
- Quarterly, on-site briefings with the superintendent and appropriate district level personnel

Questions related to the RFP should be addressed in writing by bid number, via e-mail ONLY by 1:00 p.m., Tuesday, May 1, 2024. to: **Kyle Hammond, Superintendent,**  
**khammond@attala.k12.ms.us**

## Professional Development and Student Remediations Services

### CHECKLIST

Proposals must include the following components:

- Part 1 Submission Cover Sheet - Attachment A
- Part 2 Assurances - Attachment B
- Part 3 Abstract
- Part 4 Program Narrative
- Needs Assessment
- Projected Outcomes
- Plan of Work
- Scope of Work
- Alignment with 2016 Mississippi College and Career Readiness Standards
- Reporting
- Management Capability
- Sustainability
- Part 5 Evaluation Plan
- Part 6 Project Budget - Attachment C
- Part 7 References
- Part 8 Experience
- Part 9 Standard Terms and Conditions- Attachment E
- Part 10 Proprietary Information – Attachment F

VENDOR INFORMATION

Name and Title \_\_\_\_\_

Company Name \_\_\_\_\_ Date \_\_\_\_\_

SUBMISSION COVER SHEET AND CONFIGURATION SUMMARY

By my signature below, I hereby represent that I am authorized to and do bind the offeror to the provisions of the attached proposal. The undersigned offers and agrees to perform the specified personal and professional services in accordance with provisions set forth in the Request for Proposals. Furthermore, the undersigned fully understands and assures compliance with the Conditions of Solicitation and Standard Terms and Conditions contained in the RFP. The undersigned is fully aware of the evaluation criteria to be utilized in vendor selection for approval. I further certify that \_\_\_\_\_

\_\_\_\_\_ is an authorized dealer in good standing of the products/services included in the proposal submitted in response to the RFP.

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

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CONFIGURATION SUMMARY

Vendors must provide a summary of the main component of services offered in this proposal using 100 words or less. Proposal Due Date: May 1, 2024, by 10:00 AM (CDT). Note on envelope "Professional Development and Student Remediations Services Bid #2024-001.

Send To:

Attala County School District, 100 Courthouse Building Suite 3, Kosciusko, MS 39090

**Attachment B**

**ASSURANCES AND SIGNATURE FORM**

In submitting this application, I certify that:

1. The organization will comply with applicable federal, state, and local policies and procedures.
2. Services will be provided under the supervision of highly qualified teachers and/or administrators.
3. The organization will maintain professionalism and confidentiality.
4. The organization is fiscally sound and will be able to complete services to the local educational agency.
5. The organization will ensure that the services provided are aligned with the Mississippi College and Career Readiness Standards
6. The organization will comply with applicable federal, state, and local health, safety, and civil rights laws.
7. Provisions that subject all individuals employed by or otherwise associated with the approved provider, including volunteers, support staff, etc., who have direct contact with students, to the fingerprint and criminal history record check contained in law, including, Education Laws 305(30), 1125(3), 1604(39), 1604(40), 1709(39), 1709(40), 1804(9), 1804(10), 1950(4)(11), 1950(4)(mm), 2503(18), 2503(19), 2554(25), 2554(26), 2590-h (20), 2854(3)(a-2), 2854(3)(a-3), and 3035.
8. All services will be secular, neutral, and non-ideological.
9. The organization will provide the local educational agency with information regarding implementation of proposal initiatives in increasing achievement, in a format, and to the extent practicable, a language or other mode of communication such that district personnel, parents/legal guardians, and community members can understand.

The undersigned hereby certifies that I am an individual authorized to act on behalf of the organization in submitting this application and assurances. I certify that all of the information provided herein is true and accurate, to the best of my knowledge. I understand that the discovery of deliberately misrepresented information contained herein may constitute grounds for denying the applicant's request for approval.

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Name of Organization

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Printed Name of Authorized Representative

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Signature of Authorized Representative Date

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Date



**PROPOSAL SCORING RUBRIC**

Evaluation of proposals will be based upon the following criteria. Maximum points for each category are indicated. Bullets under each heading will be weighted equally to total points allowed for that category.

MAXIMUM REVIEWER’S POINTS SCORE

- I. Efficacy of Plan (30 Points) Points Earned \_\_\_\_\_**
- Project supports improved student achievement in English, Mathematics, Social Studies, and Science
  - Project provides intense job-embedded professional development plan that is evidence-based and sustained
  - Project enhances the ability of teachers to understand and utilize the 2016 Mississippi College and Career Readiness Standards.
  - Project includes on-site professional development and training that is conducted within the classroom with students and teachers.
  - Project provides opportunities for on-going professional development activities.
- II. Evaluation Plan (20 Points) Points Earned \_\_\_\_\_**
- Project includes measurable objectives and annual targets that describe progress towards meeting the goals and objectives established.
  - Project includes measurable objectives for improved student academic achievement.
- III. Demonstration of Need and Research-Based (10 Points) Points Earned \_\_\_\_\_**
- Project provides evidence-based professional development activities
  - Project addresses the results of a comprehensive assessment of teacher quality and professional development needs.
- IV. Budget and Cost Effectiveness (15 Points) Points Earned \_\_\_\_\_**
- Budget relates to the scope and requirements of the project.
  - Budget includes provision for evaluation of the activities in an annual performance report
  - Cost effectiveness ratio determined by the relationship between the number of teachers served, the actual amount of teacher faculty instructional contact time, and the total cost of the program.



**V. References and Experiences (Points 25)**

**Points Earned** \_\_\_\_\_

- Plan includes full list of references with complete contact information and includes a minimum of five letters of reference from previous clients that specifically relate to the school improvement services of your organization
- Plan provides specific evidence of vendor's experience in turning around situations
- Plan details number of staff required and includes detailed plan of how will be included in the process
- Plan includes a detailed timeline for the turnaround process
- Plan addresses vendor's processes for adjusting vendor staff and/or activities that do not meet the needs of the district services and qualifications match needs and goals of the school

Vendor: \_\_\_\_\_ Total Points \_\_\_\_\_

Reviewer Signature: \_\_\_\_\_ . Date: \_\_\_\_\_

**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 Attala County School District, 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 Attala County School District authorizes their earlier disposition. Contractor agrees to refund to the Attala County School District any overpayment disclosed by any such audit. However, if any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the 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 Attala County board of education

**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 school district 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.

## **5. 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.

## **6. AVAILABILITY OF FUNDS**

It is expressly understood and agreed that the obligation of the Attala County School District 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 Attala County School District, the Attala County School District 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 Attala County School District of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

## **7. 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.

## **8. BOARD APPROVAL**

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

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

The Attala County School District 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 Attala County School District 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 Attala County School District in writing of this belief. If the Attala County School District 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.

## **10. COMPLIANCE LAWS**

Contractor understands that the Attala County School District 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.

## **11. CONFIDENTIALITY**

Notwithstanding any provision to the contrary contained herein, it is recognized that Attala County School District 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 Attala County School District pursuant to this agreement and designated by the Contractor in writing as trade secrets or other proprietary confidential information, the Attala County School District shall follow the provisions of Miss. Code Ann. §§ 25-61-9 and 79-23-1 before disclosing such information. The (school district) shall not be liable to the Contractor for disclosure of information required by court order or required by law.

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

Attala County School District reserves the right to request changes in personnel assigned to

the project. The (school district) must pre-approve any changes in key personnel through the contract term. Substitutions are not permitted without written approval of the Attala County School District.

### **13. COPYRIGHTS**

Contractor agrees the Attala County School District 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 Attala County School District 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.

### **14. 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.

### **15. 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.*

## **16. 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.*

## **17. 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,
- (3) both. In the event of such cancellation/termination, the 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.

## **18. 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.

## **19. 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, the Contractor shall notify the Attala County School District 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 Attala County School District determines it to be in its best interest to terminate this agreement

## **20. 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. The Contractor shall be solely responsible for all costs and/or expenses associated with such defense, and the State shall be entitled to participate in said defense. 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.

## **21. 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 Attala County School District.

## **22. INDEPENDENT PRICE DETERMINATION**

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

## **23. 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 Attala County School District shall result in the immediate termination of this agreement.

## **24. 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 Attala County School District 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 Attala County School District 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 Attala County School District or the State.

## **25. 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.

## **26. 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.

## **27. ORAL STATEMENTS**

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

## **28. 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 the 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.

## **29. 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

## **30. REPRESENTATION REGARDING CONTINGENT FEES**

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

## **31. RIGHT TO AUDIT**

Contractor shall maintain such financial records and other records as may be prescribed by the Attala County School District 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 Attala County School District 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.

## **32. RIGHT TO INSPECT FACILITY**

The Attala County School District 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 Attala County School District.

### 33. SEVERABILITY

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

### 34. STOP WORK ORDER

- (1) **Order to Stop Work:** The Attala County School District, 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 the Contractor unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, 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.

### 35. TERMINATION FOR CONVENIENCE

- (1) **Termination.** The Attala County School District superintendent may, when the interests of the district so require, terminate this contract in whole or in part, for the convenience of the State. Superintendent of Education shall give written notice of the termination to the Contractor specifying the part of the contract terminated and when termination becomes effective.

- (2) **Contractor's Obligations.** 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 superintendent 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.

### **36. 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 Attala County School District 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 Attala County School District 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 Attala County School District, 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.

### **37. TERMINATION UPON BANKRUPTCY**

This contract may be terminated in whole or in part by the Attala County School District 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, the 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.

### **38. 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.

### **39. 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.

#### **40. 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.

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

FIRM \_\_\_\_\_

BY \_\_\_\_\_

TITLE \_\_\_\_\_

**Attachment F**

**PROPRIETARY INFORMATION**

The enclosed qualifications **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 qualification does include pages that the Offeror wishes to designate as proprietary, please list page numbers below.

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**Title of Solicitation**

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**Offeror's Name**

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**Date**