REQUEST FOR QUALIFICATIONS

MISSISSIPPI DEPARTMENT OF EDUCATION

Ensuring a bright future for every child

Praxis Training for Mississippi Pilot Programs

The Mississippi Department of Education
Office of Teaching and Leading
Central High School Building
359 North West Street, Suite 101
Jackson, MS 39205

Contact: Vergenia Coleman
Phone: 601-359-3631
Date of Release: March 9, 2020
INTRODUCTION

The Mississippi Department of Education (MDE) through the Office of Teaching and Leading (Division of Educator Talent Acquisition & Educator Effectiveness) is soliciting competitive sealed Qualifications from qualified vendors for an independent contractor to provide Praxis Training for its educational licensure pilot programs.

The MDE is currently supporting programs that offer prospective teachers the opportunity to pursue educational licensure certification through pilot pathways. The purpose is to provide Praxis training workshops to these pilot groups to obtain passage of licensure examinations.

In order to obtain a license to practice as an educator in the state of Mississippi, all prospective teachers must achieve Mississippi’s minimum qualifying passing score on the state’s required licensing assessment(s) as appropriate: Praxis Core Academic Skills for Educators (Praxis Core) Math, Reading and Writing.

The Praxis Core assessments measure academic skills in reading, writing and math mathematics. These comprehensive assessments measure the skills and content knowledge of candidates entering teacher preparation programs.

<table>
<thead>
<tr>
<th>Potential Teachers Need to Take</th>
<th>Test Code</th>
<th>Qualifying Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>Core Academic Skills for Educators: Reading</td>
<td>5713</td>
<td>156</td>
</tr>
<tr>
<td>Core Academic Skills for Educators: Writing</td>
<td>5723</td>
<td>162</td>
</tr>
<tr>
<td>Core Academic Skills for Educators: Mathematics (On-screen four-function calculator provided.)</td>
<td>5733</td>
<td>130</td>
</tr>
</tbody>
</table>

SCOPE OF WORK

Contractor will provide Praxis training for a total of seven (7) all day (8:00 a.m.-5:00 p.m.) Praxis Core Study sessions for up to (125) one hundred twenty-five participants. Contractor will provide materials and a curriculum for each session.

Sessions will be focused on Praxis Core Math, Writing and Reading. Sessions can and should be tailored to participants needs with the possibility of multiple instructors each day for overall core sessions, individual breakouts by subject area and, if needed, individual training in small groups on areas of need.

Sessions will open with morning study sessions, lunch break and afternoon study sessions, with additional breaks included throughout the training. Study sessions can be provided as a large group, subject breakouts and/or small group or individual sessions. Sessions should be tailored to what is needed for successful passage of the licensure examinations.

Each class should be based on the ETS Praxis content specifications for each individual Core. Instructors will teach students key subject matter knowledge and study skills needed to pass examinations. Instruction should include practice test questions, detailed explanations, test preparation strategies, knowledge application and questions that may be encountered on the examination.
Training workshops will be held in Jackson, MS or Jackson MS metropolitan areas, unless needed in additional areas of the State. MDE will be responsible for the location and site expense, if applicable.

Contractor will provide course evaluation instruments to each participant and provide course evaluations to MDE. Contractor will provide the success rate of the program by comparing the participant scores pre and post the course provided.

QUALIFICATIONS

The offeror shall provide the following minimum information:

- 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 Request for Qualifications.
- The abilities, qualifications, and experience of all persons who would be assigned to provide the required services.
- 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 Request for Qualifications.
- A plan giving as much detail as is practical explaining how the services will be performed.

CONTRACTOR REQUIREMENTS

The contractor will be responsible for all tasks required to complete the task as described in the Scope of Work. It is anticipated that this shall include but not be limited to:

- Seven (7) Study Sessions for participants on Praxis Core, to include Math, Reading and Writing. Sessions will begin July 2020-June 30, 2021. (Sessions will be full-day sessions)
- Provide materials to support up to 125 participants per session.
- Contractor must provide computer and equipment for teaching of sessions.

QUESTION AND ANSWER

Questions concerning the RFQ should be sent to: vcoleman@mdek12.org.

The deadline for submitting written questions by email is Friday, March 27, 2020 at 5:00 p.m. Copies of all questions submitted and the responses will be posted to the MDE’s website www.mdek12.org under the Public Notices section and will be available to the general public on Tuesday, March 31, 2020.

Offerors shall acknowledge receipt of any amendment to the solicitation by signing and returning the form Attachment A with the qualifications, the acknowledgment must be received by the Mississippi Department of Education by the time and at the place specified for receipt of qualifications.

BUDGET

A detailed budget summary shall be included to encompass all requirements of this RFQ. In order to be considered, offerors must submit a budget that addresses all costs for services, expenses, and products specified in the RFQ. The cost data is binding but is subject to being negotiated down, if chosen as a finalist. The MDE will not pay any costs above the negotiated amount.
A contract will be awarded to the vendor whose offer is determined to be the most advantageous to the State, taking into consideration the price and the evaluation factors set forth in the RFQ.

**TYPE OF CONTRACT**

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

**TIME FRAME**

The anticipated initial contract period will be from July 1, 2020 through June 30, 2021.

**SELECTION PROCESS**

A selection committee will review acceptable qualifications which are completed, timely submitted, and meet the RFQ specifications.

Selection criteria will be in accordance with MDE evaluation procedures and performed using a cut score of **75** from a standard, 100-point scoring scale as follows:

- **Plan Proposal** 30 points
  - Plan Proposal: Explain the plan in detail to implement the Praxis workshops with a focus on equity. How might your organization help the MDE to align equity on the delivery of Praxis workshops?
  - Context and Vision: Explain why the proposed work is necessary and how it will result in the preparation of new teachers.
  - Goals and Benchmarks: Describe key goals and benchmarks of the proposed work. Be sure to align with the MDE State Goal #4.
  - Timeline: Include a timeline with key actions for the proposed work including dates of potential workshops.

- **Qualifications** 30 points
  - Special Experience/Ability to perform: What kind of experiences does your organization have that will allow your plan to supersede expectations?
  - Record of similar work performed/Data: Provide a detailed record of similar work including pass rates of students and number of candidates supported.
  - Personnel: Provide the below information on all instructors:
    - Instructor Name
    - What Praxis Assessment will the instructor teach?
    - Has the instructor taken the Assessment in which they will teach?
    - How long has the instructor taught the assessment they will be instructing?

- **Budget** 40 points
  - Budget formula will be applied to determine the points awarded to each offeror
DUE DATES

One (1) original and four (4) copies of the sealed qualifications must be received by 5:00 p.m. Central Time (CT) on Tuesday, April 7, 2020, at the following address based upon the delivery method used:

Hand Deliver RFQ to:  
Monique Corley, Director  
Office of Procurement  
The Mississippi Department of Education  
Praxis Training for Mississippi Pilot Programs  
Central High School, Suite 307  
359 North West Street  
Jackson, MS  
(DO NOT OPEN)

Ship RFQ to:  
(FedEx UPS, etc.)  
Monique Corley, Director  
Office of Procurement  
The Mississippi Department of Education  
Praxis Training for Mississippi Pilot Programs  
359 North West Street  
Jackson, MS 39201  
(DO NOT OPEN)

RESTRICTIONS ON COMMUNICATIONS WITH THE OFFICE OF PROCUREMENT

From the issue date of this solicitation until a Contractor is awarded a contract, Offerors and/or their representatives shall restrict communication with any Office of Procurement staff regarding this procurement.

RESPONSIBILITY OF THE OFFEROR

- Ensure that the qualifications are delivered by the deadline and assumes all risks of delivery.
- At the time of receipt of the qualifications, the qualifications will be date stamped and recorded in the Office of Procurement.
- Qualifications and modifications received in the room after the time designated in the qualifications will be considered late and will not be considered for award.
- Incomplete qualifications will not be evaluated and will not be returned for revisions.
- No faxed or emailed copies will be accepted.
- Qualifications that do not include the required number of copies will not be evaluated.
- We strongly recommend that you plan to submit the qualifications early in order to allow for unforeseen circumstances.
- Complete and sign the Certification and Assurances Form. (Attachment A)
- Complete and sign the Proprietary information Form. (Attachment B)
Complete Budget Narrative Form. (Attachment C)

Complete and sign Transmittal Form (Attachment D)

Vendor shall review the contract terms and conditions as set forth in the Standard Terms Conditions. If the Vendor objects to any of the terms and conditions, the Vendor shall so state and shall indicate any revisions desired by the Vendor. Please note that any revisions may be considered adequate cause for rejection of the qualifications.

REJECTION OF QUALIFICATIONS

Qualifications 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 MDE. Reasons for rejecting a qualifications include, but are not limited to:

1. The qualifications are not signed by an authorized representative of the party.
2. The qualifications contain false or misleading statements or references.
3. The Offeror is determined to be non-responsive.
4. The qualifications ultimately fail to meet the announced requirements of the State in some material aspect.
5. The qualifications price is unreasonable.
6. The products or service item offered in the qualifications are 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.
7. The Offeror did not complete and/or sign the required attachments to include as part of the qualification's submission.
8. The qualifications are received late. Late qualifications will be maintained unopened in the procurement file.
9. The Offeror did not provide the required number of copies to the Office of Procurement by the specified due date.
10. The Offeror has filed bankruptcy, been implicated in fraud or been debarred.
11. The Offeror did not perform prior services in a proper, workmanlike, and/or dignified manner.
12. The Offeror currently owes the State money.

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.

TERMINATION IN EVENT OF EMPLOYMENT

Contract will 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.
REGISTRATION WITH MISSISSIPPI SECRETARY OF STATE

By submitting qualifications, 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 will 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.

STANDARD TERMS AND CONDITIONS

1. ACCESS TO RECORDS

Contractor agrees 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. 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.

3. 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.

4. AUTHORITY TO CONTRACT

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

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.

6. 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.

7. 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.

8. DISCLOSURE OF CONFIDENTIAL INFORMATION

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

9. 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.

10. MODIFICATION OR RENEGOTIATION

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

11. 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.

12. 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.

13. 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.

14. 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 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.
15. 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.

16. 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 Agency Head or designee 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 Agency Head 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 Agency Head or designee may procure similar supplies or services in a manner and upon terms deemed appropriate by the Agency Head or designee. 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 Agency Head or designee 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 Agency Head or designee 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 Agency Head or designee 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.

17. **TERMINATION FOR CONVENIENCE**

(1) **Termination.** The Agency Head or designee may, when the interests of the State so require, terminate this contract in whole or in part, for the convenience of the State. The Agency Head or designee 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 subcontracts and orders connected with the terminated work. The Agency Head or designee 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.

18. 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 3-403 (Cost or Pricing Data) of the Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations.

19. 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 Annotated §§ 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, 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.

20. 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 Annotated § 31-7-301 et seq.

21. 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 Annotated §§ 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 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.

22. 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.

23. BOARD APPROVAL

It is understood that this contract is void and no payment shall be made in the event that the Mississippi Board of Education and/or the Public Procurement Review Board does not approve this contract.

24. 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.

25. CONTRACTOR PERSONNEL

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

26. 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.

27. INDEMNIFICATION

To the fullest extent allowed by law, Contractor shall indemnify, defend, save and hold harmless, protect, and exonerate the members of the Mississippi Board of Education, the MDE, and its commission members, officers, employees, agents and representatives, and the State of Mississippi from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever, including, without limitation, court costs, investigative fees and expenses, and attorneys’ fees, arising out of or caused by Contractor and/or its partners, principals, agents, employees and/or subcontractors in the performance or failure to perform this agreement. In the State’s sole discretion, 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 State. 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 State’s concurrence, which the State shall not unreasonably withhold.

28. 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.

29. 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.

30. 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.

31. 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.

32. 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.

33. INDEPENDENT PRICE DETERMINATION

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

34. 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.
<table>
<thead>
<tr>
<th>Date</th>
<th>Event Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>March 9, 2020</td>
<td>Release RFQ</td>
</tr>
<tr>
<td>March 9, 2020</td>
<td>Mail, email and post to the MDE website</td>
</tr>
<tr>
<td>March 27, 2020</td>
<td>Deadline for RFQ questions</td>
</tr>
<tr>
<td>March 31, 2020</td>
<td>Deadline for program office response to questions and posting to website</td>
</tr>
<tr>
<td>April 7, 2020</td>
<td>Qualifications due by 5:00 p.m. Central Time (CT) to Procurement</td>
</tr>
<tr>
<td>April 8, 2020</td>
<td>Qualifications opening</td>
</tr>
<tr>
<td>April 14, 2020</td>
<td>Evaluation of qualifications</td>
</tr>
<tr>
<td>April 16, 2020</td>
<td>Notice of Intent to Award</td>
</tr>
<tr>
<td>July 1, 2020</td>
<td>Contract Start Date</td>
</tr>
</tbody>
</table>
ATTACHMENT A
CERTIFICATIONS AND ASSURANCES

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:

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

REPRESENTATION REGARDING GRATUITIES
The 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.

ACKNOWLEDGEMENT OF AMENDMENTS
I acknowledge all amendments, if any, to this solicitation.

Responses to questions will be treated as amendments to the solicitation and will 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 – 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 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 – 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.

Title of Solicitation

Offeror’s Signature ______________________ Date ______________________

Note: Please be sure to check or circle the applicable word or words provided. Failure to check or circle the applicable word or words and/or to sign the forms may result in being rejected as nonresponsive. Modifications or additions to any portion of this document may be cause for rejection of award.
ATTACHMENT B
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 qualifications include pages that the Offeror wishes to designate as proprietary, please list page numbers below.

______________________________________________________________

______________________________________________________________

______________________________________________________________

Title of Solicitation

Offeror's Signature                      Date
ATTACHMENT C
BUDGET NARRATIVE FORM

The budget should include all costs associated with the project.

<table>
<thead>
<tr>
<th>Deliverable</th>
<th>Plan of Action</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Scope of work and expected outcomes</td>
<td>Detailed information how expected outcomes will be achieved.</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total Cost _____
ATTACHMENT D
TRANSMITTAL FORM
Praxis Training for Mississippi Pilot Programs

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: __________________ Fax Number: __________________

Email Address: ____________________________________________

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 or qualification. 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 ______________

Qualification Due Date: April 7, 2020, 5:00 p.m., Central Time (CT)
The Mississippi Department of Education: Office of Procurement
ATTENTION: Monique Corley
Praxis Training for Mississippi Pilot Programs
See page number 4 for delivery addresses.