

**CONFIDENTIALITY AGREEMENT
BETWEEN
THE MISSISSIPPI DEPARTMENT OF EDUCATION
AND
EVALUATOR**

This Confidentiality Agreement (hereinafter referred to as Agreement) is entered into by and between the Mississippi Department of Education having its principal place of business at 359 North West Street, Jackson, Mississippi 39201 (hereinafter referred to as the MDE) and _____, (hereinafter referred to as "Evaluator").

WHEREAS the MDE and Evaluator are participating in the evaluation of responses submitted for _____ in response to implementation of services as provided in the specified solicitation.

WHEREAS, the Evaluator is a member of the State Procurement Team for the above named solicitation, whose tasks will include, but not be limited to: evaluation of solicitation specifications, be in receipt of vendor responses submitted in response to this solicitation, evaluation of said responses, recommendation of contract award and negotiation of the resulting contract, if applicable; and/or the Evaluator, in the course of his/her employment will be privy to confidential information related to the solicitation specifications, vendor responses and the procurement process; and

WHEREAS, the MDE and the Evaluator agree that confidentiality of all materials and proceedings, subject to the requirements of [Section 25-61-1 of the Mississippi Public Records Act](#), is required in order to: (a) preserve the integrity of the procurement process; (b) ensure all communications with vendors are consistent in content and timing; (c) conduct an effective, accurate and objective analysis of all of the submitted responses ; (d) protect the integrity of the evaluation process from inadvertent or deliberate disclosure of vendor responses, team findings and evaluation proceedings; (e) safeguard proprietary information submitted within vendor responses as confidential , and (f) offset any liability to the State in the event of a disclosure;

NOW THEREFORE, the MDE and the Evaluator, by entering into this Agreement, mutually agree as follows:

- 1) Evaluator shall treat the contents of the solicitation prior to its official release to the vendor/community , the contents of all vendor responses , and all data and information to which he/she has access relating to the Vendor 's response as confidential and shall not disclose such data or information to a third party without specific written consent of the official MDE Contact Person. In the event that the Evaluator 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 such information, the Evaluator shall promptly inform the official MDE Contact Person and thereafter respond in conformity with such subpoena to the extent mandated by state and/or federal laws, rules and regulations.

- 2) From the date solicitation materials are provided to the Evaluator or the Evaluator attends Pre-Proposal work sessions for the development of the solicitation until the Award of the Contract, all Vendor inquiries and other communications from or with vendors, potential vendors, or other third parties, pertaining to any aspect of solicitation whether oral or in writing shall be directed to the State Contact Person, unless otherwise specified by the MDE.
- 3) Evaluators who are members of the State Procurement Team for a solicitation may communicate related information to vendors during the official Proposal Conference and during onsite oral presentations and demonstrations. All official responses to vendor questions shall be those provided in writing by the State Contact Person and approved by the Procurement Director.
- 4) Evaluator agrees to maintain his/her copy of each vendor's response within the room at all times during the evaluation process.
- 5) Dissemination of any information about the response and procurement by Evaluator, unless specifically permitted herein, is strictly prohibited.
- 6) The Evaluator understands and agrees that his/her obligations under this Confidentiality Agreement, as they pertain to the solicitation specifications, vendor responses, and evaluation proceedings, shall continue in effect in perpetuity or until such time as the information becomes general public knowledge or is otherwise disclosed through no fault of the Evaluator.
- 7) This Agreement shall be construed and governed in accordance with the laws of the State of Mississippi and venue for the resolution of any dispute shall be Jackson, Hinds County, Mississippi.

This Confidentiality Agreement shall be effective as of the date this Agreement is signed by the parties below.

Evaluator _____ Date _____

Awarding Office Contact _____ Date _____