

**REQUEST FOR PROPOSAL
#2020-01
PROFESSIONAL SERVICES FOR
IMPLEMENTATION FOR VIRTUAL
INSTRUCTIONAL INTERVENTION
SERVICES**

**Holmes County Consolidated School
District
Federal Programs**

**Holmes County Consolidated School
District
313 Olive Street
Lexington, MS 39095**

**Will Russell, Interim Superintendent
(662) 834.2175
Date: October 7, 2020**

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**Holmes County Consolidated School District
PROPOSAL TRANSMITTAL FORM
PROFESSIONAL SERVICES FOR IMPLEMENTATION FOR VIRTUAL
INSTRUCTIONAL INTERVENTION SERVICES**

Name of Offeror: _____

Contact Person: _____

Title: _____

Location of Offeror's Principal Place of Business:

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

Phone Number: _____ **Fax Number:** _____

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. The undersigned offers and agrees to perform the specified personal and professional services in accordance with provisions set forth in the Request for Proposals (RFP). 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 awarding the contract.

Authorized Signature

Date

**Proposal Due Date: November 9, 2020, 10:00 a.m., Central Standard Time
(CST)**

**Holmes County Consolidated School District
ATTENTION: Selma Russell, Purchasing Clerk
Delivery address enclosed.**

**REQUEST FOR PROPOSALS – Holmes County Consolidated School
District
PROFESSIONAL SERVICES FOR IMPLEMENTATION FOR VIRTUAL
INSTRUCTIONAL INTERVENTION SERVICES**

Holmes County Consolidated School District (“the District”) through its Federal and State Programs is publishing a Sealed Request for Proposal (“RFP”) soliciting vendor proposals and qualifications for contracted educational services in the area of Instructional Support Services. These Instructional Support Services may include consultation, advisement and facilitation or presentation of professional development sessions with a focus on relevant teaching and learning, culturally relevant pedagogy, content and conceptual development, in and out of classroom coaching, observation and debriefing, coherent integration of resources, materials, and technology, vertical and horizontal alignment of curriculum and in -depth of training to the level of rigor and complexity of all educational standards, classroom management and positive behavior support, Professional Learning Communities, instructional support services for administrators, teachers and all other relevant staff.

The Holmes County Consolidated School District (HCCSD) soliciting sealed competitive proposals (hereafter called proposal) for the services per the specifications stated elsewhere in this solicitation document. Proposals shall be submitted in an envelope marked on the outside with the offeror’s name and address and proposal number **(RFP #2020-01 – PROFESSIONAL SERVICES FOR IMPLEMENTATION FOR VIRTUAL INSTRUCTIONAL INTERVENTION SERVICES)** to:

Holmes County Consolidated School District
Attn: Selma Russell
313 Olive Street
Lexington, MS 39095

A. REQUEST FOR INFORMATION

Written questions concerning the RFP should be sent to:

Ms. Selma Russell, Purchasing Clerk
Holmes County Consolidated School District
Email: srussell@holmescsd.org

Dr. Furlinda Travis, Director for ELA & Social Studies
Holmes County Consolidated School District
Email: furlinda.travis@holmesccsd.org

The deadline for submitting written questions (by mail or email) is October 22, 2020, at 10:00 a.m.

B. DUE DATES FOR PROPOSAL

One (1) original and four (4) copies must be received by 10:00 a.m. Central Standard Time (CST) on Monday, November 9, 2020, at the following address based upon the delivery method used:

Hand Deliver Proposals to: Holmes County Consolidated School District
RFP #2020-01 Virtual Instructional Software
313 Olive Street
Lexington, MS 39095

Mail Proposals to: Holmes County Consolidated School District
RFP #2020-01 Virtual Instructional Software
P.O. Box 630
Lexington, MS 39095

Ship Proposals to: Holmes County Consolidated School District
RFP #2020-01 Virtual Instructional Software
313 Olive Street
Lexington, MS 39095

(FedEx UPS, etc.)

C. RESPONSIBILITY OF THE OFFEROR

- Ensure that the competitive proposals are delivered by the deadline and assumes all risks of delivery.
- At the time of receipt of the proposals, the proposals will be dated, and stamped by the Holmes County Consolidated School District.
- Proposals and modifications received in the room designated in the RFP after the time set in the proposal will be considered **late** and will not be accepted or considered for award.
- Incomplete proposals will not be evaluated and will not be returned for revisions. No late, faxed or emailed copies will be accepted.
- Proposals that do not include the required number of copies will not be evaluated.
- The proposal must be signed by an authorized official to bind the Offeror to the proposal provisions.

D. SCOPE OF WORK

For the 2020-2021 award for Virtual Instructional Intervention Support Services, Holmes County Consolidated School District (“the District”) intention is to award multiple vendors for Instructional Software listed below. The District will award this RFP to qualified respondent(s), based upon the evaluation of all proposals received. A master contract for professional services will be executed with the successful vendor(s) as a result of this process. RFP# 2020-01 will be amended annually for the term of the agreement. Additional vendors may be added by Board approval.

Holmes County Consolidated School District (“the District”) through its Federal and State Programs is publishing a Sealed Request for Proposal (“RFP”) soliciting vendor proposals and qualifications for contracted educational services in the area of PROFESSIONAL SERVICES FOR IMPLEMENTATION FOR VIRTUAL INSTRUCTIONAL INTERVENTION SERVICES.

These PROFESSIONAL SERVICES FOR IMPLEMENTATION FOR VIRTUAL INSTRUCTIONAL INTERVENTION SERVICES may include professional development for the implementation of the intervention, consultation, advisement and facilitation or presentation of professional development sessions with a focus on relevant teaching and learning, culturally relevant pedagogy, content and conceptual development, in and out of classroom coaching, observation and debriefing, coherent integration of resources, materials, and technology, vertical and horizontal alignment of curriculum and in-depth of training to the level of rigor and complexity of all standards, classroom management and positive behavior support, Professional Learning Communities, instructional support services for campus administrators, teachers and other relevant staff.

TARGET GROUP: - Kindergarten - 12th grade ELA, Math, Science and Social Studies teachers and students

OBJECTIVE: The district has a high need for consistent professional services for implementation of intervention curriculum for the Reading and Math Intervention Programs. A committee will be established to identify and adopt a research-based digital reading program that supports student mastery of literacy and math skills tied to state standards as an intervention treatment that will best support students in literacy and math acquisition. Students will be provided direct, explicit instruction both online and through teacher-led instructional materials which allows personalized learning for every student. This will allow for embedded assessment with diagnostic and ongoing progress monitoring.

FOCUS/SPECIFICATIONS:

- Assistance with implementation of intervention software for ELA and Mathematics.

- Specifically developed to meet the rigor and demands of the Mississippi College and Career Readiness Standards (MCCRS) in reading and mathematics.
- Online assessment for students in grades K-5 and 6-12 plus downloadable lessons to guide teacher- led instruction with both small or large groups.

EXPECTED OUTCOMES:

- Full implementation of the software program with ongoing professional development if needed.
- This blended-learning solution should include a web-based, computer adaptive diagnostic assessment and comprehensive reporting suite for grades K–12, plus interim growth monitoring, differentiated online instruction, and downloadable lesson plans to guide teacher-led instruction for students performing below grade level.

REQUIREMENTS:

- Online reports should prescribe a comprehensive plan of instruction or intervention (as appropriate) for each student, based on individual results on the diagnostic assessment. These reports should include detailed next steps for instruction, recommend point-of-use lesson plans for teacher-led instruction, and automatically queue online instructional modules.
- All program maintenance, updates, and upgrades must be included at no additional cost for the license term.
- Must include a computer-adaptive diagnostic assessment in reading and mathematics that pinpoints both strengths and needs to the sub-skill level for students.
- Software must provide a pre-assessment/diagnostic to place the student in the correct level of the program, and a post-assessment to show how a student progresses through the program and shows growth.
- Reports must be available online and in real-time at the individual, class, grade, school, and district levels. At a minimum, the solution must include individual student reports, a report that groups students with like needs for effective remediation, a report showing student response to instruction, and district level reports used to monitor student growth.
- At a minimum, reports should provide normed data, a Lexile® score, and a Quantile® score for each student.
- The vendor must include interactive, differentiated online instruction in reading and mathematics.
- Reading instruction must support foundational skill building, emphasize complex text and use of authentic literature, and include interdisciplinary passages that feature academic vocabulary.
- Math instruction must focus on conceptual math understanding and procedural fluency, must embed support for the Mississippi College and Career’s Standards of Mathematical Practice., and must include instruction that involves word problems, problem solving, and key mathematical topics.

- Must be targeted to build individual learner’s skills and include high-interest instructional materials that focus on building reading/math fluency while scaffolding conceptual understanding. It should embed implicit and explicit motivational strategies to foster and maintain student engagement.
- Instruction should include embedded progress monitoring via a graded quiz at the end of every online instructional module. Results from these quizzes must be reported out to track student response to instruction.
- The vendor must provide a fully integrated assessment, instruction, and reporting platform.
- The program platform/interface must provide multi-level security and permissions for system administrators, teaching staff, and students.
- Provide both the recommended configuration and the minimum supported configuration for client workstation hardware.
- Provide the recommended software configuration for client workstations to use the proposed software. If a web browser is required, what additional plug-ins and/or controls are required?

SCHOOLS:

Durant Elementary
 Goodman Pickens Elementary
 S. V. Marshall Elementary
 William Dean Jr. Elementary
 S.V. Marshall Middle School
 Williams Sullivan Middle School
 Holmes County Central High School

E. TIME FRAME

The length of the contract is one (1) year with possible renewal annually and will become effective on the date it is signed by all parties and will end no later than June 30, 2021. The District will have the option to renew the contract annually for up to two (2) additional years based upon successful performance in the first year of the contract with marked improvement in student achievement. A contract will be awarded to the vendor whose proposal is determined to be the most advantageous to the District, taking into consideration the price and the evaluation factors set forth in the RFP.

F. 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 proposal.

G. CONTRACTOR REQUIREMENTS

The Contractor will be responsible for all tasks required to complete the project as described in the Scope of Work.

- The Vendor must, at all times during the contract term and at their own expense, keep in full force and effect comprehensive general liability insurance with “personal injury” coverage; commercial or business auto liability insurance; physical and contractual liability coverage, with minimum limits of \$1,000,000 for each category.
- The Vendor must, at all times during the contract term and at their own expense, keep in full force and effect a policy of workers’ compensation insurance for coverage in Mississippi.
- The Vendor must submit proof of insurance at the time the contract is executed.
- The Vendor will be required to modify services provided during the 2nd and 3rd year using applicable data if the contract is renewed based upon successful performance in the first year of the contract with marked improvement in student achievement.
- The Vendor may be required to make presentations to the School Board as requested highlighting instructional support services provided and its impact on overall student achievement.

H. HOLMES COUNTY CONSOLIDATED SCHOOL DISTRICT

The specific responsibilities of the HCCSD are as stated below:

- Provide a contact person to work with the contractor to ensure quality control,
- Review and approve timeframes and work plans, and
- Provide available information to assist the contractor.

I. MANAGEMENT RESPONSIBILITIES OF PERSONNEL AND ADMINISTRATION

Except where expressly provided otherwise herein, each party shall bear its own cost incurred in performing its responsibilities hereunder. The Contractor will provide one person who will be responsible for all activities required to fulfill said contract. This individual will be invested with the authority to make decisions and commitments on behalf of the contracted party during the performance of the RFP.

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

J. AVAILABLE BUDGET

Because of the scope of this project we believe it should be possible for different proposers to arrive at vastly differing estimates of resources required. In an effort to assure a fair and equitable evaluation and award we will advise potential

contractors of the funds available. It is anticipated that this will allow the proposers to explain exactly what the District will receive for this amount of funds and will allow evaluators to determine the best proposal based upon the qualifications and the description of what the State will receive in exchange for this amount.

K. FORMAT AND PROCEDURE FOR DELIVERY OF PROPOSAL

The proposal will consist of six parts: Part I – Proposal Transmittal Form; Part II – Vendor Profile; Part III – Production Proposal; Part IV – Budget; Part V – Standard Terms and Conditions; and Part VI – Prospective Contractor’s Representation Regarding Contingent Fees Form.

The Vendor should prepare the proposal according to the guidelines outlined in Parts I-VI listed below and use a 12-point font with single spacing; bound with no staples, clips or rubber bands.

- **Part I** is the Proposal Transmittal Form, which shall serve as the cover page of the Offeror’s proposal. The Offeror shall complete the form and attach to the proposal in response to the RFP.
- **Part II** is the Vendor Profile, which shall provide satisfactory evidence of the vendor’s capability to manage and coordinate the types of activities and to provide the services described in this RFP in a timely manner. Special attention should be given to the qualifications listed in the Qualifications section of this RFP. A discussion shall include a description of the Vendor’s background and relevant experience as related to the described activities. A description and details of the relevant experience shall be included. A minimum of three (3) references shall be provided. Samples of previous work may be included.
- **Part III** is the Production Proposal that shall provide a detailed plan describing how the services will be performed to meet the requirements of the RFP. The description shall encompass the requirements of Part I and Part II of this RFP. The proposal must be prepared and organized in a clear and concise manner that is easily understandable. The proposal shall address the tasks to be accomplished, processes to be undertaken to accomplish those tasks and a proposed timeline for completion. Examples of materials that demonstrate the quality of work completed by the vendor on similar projects should be included. Offerors may designate those portions of the proposals which contain trade secrets or other proprietary data which may remain confidential in accordance with Section 25-61-9 and 79-23-1 of the Mississippi Code.
- **Part IV** is the Budget that shall include the cost proposal and must encompass all requirements of this RFP. In order to be considered, Vendors must submit a proposal that includes the budget narrative/cost proposal that addresses all costs for services, expenses, and products specified in the RFP. The budget narrative is a maximum cost. The

HCCSD will not pay any costs above this amount. A detailed budget narrative shall be included. Indirect costs will not be allowed. The budget narrative should include all costs associated with the project. A unit price shall be given for each service and such unit price shall be the same throughout the proposal. The Budget Summary form shall be completed and shall accompany the proposal.

- **Part V** is the Standard Terms and Conditions section where the Vendor shall indicate agreement with the terms and conditions as set forth on page number 14 of the RFP. If the Vendor objects to any of the terms and conditions, the Vendor shall so state and shall indicate any revisions desired by the Vendor. Please note that any revisions may be considered adequate cause for rejection of the proposal.
- **Part VI** is the Prospective Contractor's Representation Regarding Contingent Fees Form which shall be completed and attached to the proposal in response to the RFP.

L. ACCEPTANCE OF PROPOSALS

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

M. REJECTION OF PROPOSALS

Any proposal shall be rejected in whole or in part when it is determined not to be in the best interest of the District, as provided by the Holmes County Consolidated School Board regulations. Reasons for rejecting a proposal include, but are not limited to:

1. The proposal contains unauthorized amendments to the requirements of the RFP.
2. The proposal is conditional.
3. The proposal is incomplete or contains irregularities, which make the proposal indefinite or ambiguous.
4. The proposal is not signed by an authorized representative of the party.
5. The proposal contains false or misleading statements or references.
6. The Offeror is determined to be non-responsive.
7. The proposal ultimately fails to meet the announced requirements of the State in some material aspect.
8. The proposal price is clearly unreasonable.

9. The products or service item offered in the proposal is unacceptable by reason of its failure to meet the requirements of the specifications or permissible alternates or other acceptable criteria set forth in the RFP.

EXCEPTIONS:

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

N. DISPOSITION OF PROPOSALS

All submitted proposals become the property of the Holmes County Consolidated School District and will not be returned to the Offeror.

O. CONDITIONS OF SOLICITATION

The release of the RFP does not constitute an acceptance of any offer, nor does such release in any way obligate the HCCSD to execute a contract with any other party. The Offeror shall assure compliance with the following conditions of solicitation:

1. Any proposal submitted in response to the RFP shall be in writing.
2. The HCCSD will not be liable for any costs associated with the preparation of proposals or negotiations of contract incurred by any party.
3. The award of a contract for any proposal is contingent upon the following:
 - Favorable evaluation of the proposal,
 - Approval of the proposal by the Holmes County Consolidated School District,
 - Successful negotiation of any changes to the proposal as required by HCCSD, and
 - HCCSD Board approval.
4. Likewise, the HCCSD also reserves the right to accept any proposal as submitted for contract award, without substantive negotiation of offered terms, services, or prices. Therefore, all parties are advised to propose their most favorable terms initially. Discussions may be conducted with offerors who submit proposals determined to be reasonably susceptible of being selected for the award for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements, but proposals may be accepted without such discussions.
5. HCCSD reserves the right to cancel this solicitation when it is determined in writing to be in the best interest of the District as provided by the HCCSD School Board.

6. Any proposal received after the time and date set for receipt of proposals is late. Any withdrawal or modification of a proposal received after the time and date set for receipt of proposals at the place designated for receipt is late. No late proposal, late modification, or late withdrawal will be considered unless receipt would have been timely but for the action or inaction of District personnel directly serving the procurement activity.
7. Bidders shall acknowledge receipt of any amendment to the solicitation by signing and returning the amendment with the bid, by identifying the amendment number and date in the space provided for this purpose on the bid form, or by letter. The acknowledgment must be received by the HCCSD by the time and at the place specified for receipt of bids.
8. The bidder certifies that the prices submitted in response to the solicitation have been arrived at independently and without – for the purpose of restricting competition – any consultation, communication, or agreement with any other bidder or competitor relating to those prices, the intention to submit a bid, or the methods or factors used to calculate the bid prices.

P. LEGAL AND TECHNICAL SUPPORT

The 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. The Contractor shall consult with the HCCSD 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), the Contractor shall cooperate with the HCCSD the defense of the assessment and shall provide reasonable technical and legal support with regard to the Contractor's activities under this contract without additional charges to the HCCSD.

Q. QUALIFICATIONS

The Offeror shall provide the following minimum information:

- Age of the Offeror's business and average number of employees over the past three (3) years;
- A listing of other contracts under which services similar in scope, size, or discipline to the required services were performed or undertaken within the past three (3) years; and
- Abilities, qualifications, and experience of all persons who would be assigned to provide the required services.

R. CRITERIA FOR EVALUATION OF PROPOSALS

The HCCSD reserves the right to accept, reject, or negotiate any or all offers on the basis of the evaluation criteria contained within this document. The final decision to execute a contract with any party rests solely with the HCCSD.

Proposals submitted by the specified time and containing the six parts described in Section K, Format and Procedure for Delivery of Proposals, shall be evaluated by an Evaluation Committee selected by the HCCSD. The Evaluation Committee will comprise of three (3) to seven (7) members from the Holmes County Consolidated School District Office of Federal Programs, Business Office, School Leadership and/or the Office of Curriculum. The HCCSD reserves the right to add, delete or substitute members of the Evaluation Committee as it deems necessary.

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

1. The Plan (25 points)

- a. Innovative and creative approach
- b. Connection, representation and sensitivity to cultural and ethnic diversity
- c. Ability to maintain alignment with Standards of the Mississippi Department of Education

2. Program Operations (25 points)

- a. Adequacy of resources, including personnel, equipment, financial stability and other related factors
- b. Management and planning: The quality of procedures and organizational structures proposed for completion of the work
- c. Timeliness of services

3. Record of Past Performance (30 points)

- a. Applicant's experience and success in conducting similar work
- b. Experience in fulfilling contract of similar nature
- c. Quality and completeness of proposal
- d. Number of years in business
- e. Organizational structure
- f. Integrity

4. Price (20 points)

- a. Total cost of proposed services
- b. Service and support cost

Awards shall be made to the responsible Offeror whose proposal is determined to be the most advantageous to the State, taking into consideration the price and the evaluation factors set forth. Results of the evaluation and the recommendation of the evaluation team will be forwarded to the HCCSD Board of Education for approval.

S. STANDARD TERMS AND CONDITIONS

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

1. ACCESS TO RECORDS

The Contractor agrees that the HCCSD, 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 HCCSD authorizes their earlier disposition. Contractor agrees to refund to the HCCSD 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 Federal, State, and Local laws, excluding its conflicts of law provisions, and any litigation with respect thereto shall be brought in the courts of the State of Mississippi. The Contractor shall comply with applicable Federal and State, Local laws and regulations. In compliance with State law, the Contractor if employed by a public entity must make arrangements with his/her employer to take the appropriate leave (annual, professional, compensation, etc.) during the period of service covered by the Contractor.

3. ASSIGNMENT

The Contractor shall not assign or subcontract in whole or in part, its right or obligations under this agreement without prior written consent of the HCCSD. Any attempted assignment without said consent shall be void and of no effect.

4. AUTHORITY TO CONTRACT

The 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 LAW

The Contractor understands that the HCCSD is an equal opportunity employer and therefore maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, or any other consideration made unlawful by Federal, State, or Local laws. All such discrimination is unlawful and the Contractor agrees during the term of the agreement that the Contractor will strictly adhere to this policy in its employment practices and provision of services. The Contractor shall comply with, 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

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

7. COPYRIGHTS

The Contractor (i) agrees that the Holmes County Consolidated 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, and (ii) hereby grants to the Holmes County Consolidated School District a royalty free, nonexclusive, irrevocable license to reproduce, translate, publish, use and dispose of, to authorize others to do so, all copyrighted or (copyrightable) work not first produced or composed by Contractor in the performance of this agreement, but which is incorporated in the material furnished under the agreement, provided that such license shall be only to the extent Contractor now has, or prior to the completion or full final settlements of agreement may acquire, the right to grant such license without becoming liable to pay compensation to others solely because of such grant.

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

8. DISCLOSURE OF CONFIDENTIAL INFORMATION

In the event that either party to this agreement received 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 State law. This Section shall survive the termination or completion of this agreement. The parties agree that this Section is subject to and superseded by Mississippi Code Ann. Section 25-61-1, et.seq. Regarding Public Access to Public Records.

9. EXCEPTIONS TO CONFIDENTIAL INFORMATION

The Contractor and the HCCSD shall not be obligated to treat as confidential and proprietary any information disclosed by the other party (“the Disclosing Party”) which (a) is rightfully known to the recipient prior to negotiations leading to this agreement, other than information obtained in confidence under prior engagements; (b) is generally known or easily ascertainable by non-parties of ordinary skill in the business of the customer; (c) is released by the Disclosing Party to any other person, firm, or entity (including governmental agencies or bureaus) without restriction; (d) is independently developed by the recipient without any reliance on Confidential Information; (e) is or later becomes part of the public domain or may be lawfully obtained by the HCCSD or the Contractor from any non-party; or (f) is disclosed with the Disclosing Party’s prior written consent.

10. MODIFICATION OR RENEGOTIATION

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

11. PROCUREMENT REGULATIONS

The contract shall be governed by the applicable provisions of the local, state, and/or federal regulations, a copy of which is available at Holmes County Consolidated School District, 313 Olive Street, Lexington, MS 39095, for inspection.

12. REPRESENTATION REGARDING CONTINGENT FEES

The Contractor represents that it has not retained a person to solicit or secure a HCCSD contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in the 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 7-204 (Gratuities) of the Mississippi Personal Service Contract Procurement Regulations.

14. AVAILABILITY OF FUNDS

It is expressly understood and agreed that the obligation of the HCCSD to proceed under this agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and receipt of State and/or Federal funds. If the funds anticipated for the continuing fulfillment of the agreement are, at anytime, not forthcoming or are 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 HCCSD, the HCCSD shall have the right upon ten (10) working days written notice to the Contractor, to terminate or modify this agreement without damage, penalty, cost or expenses to the state of any kind whatsoever. The effective date of termination or modification shall be as specified in the notice of termination or modification.

15. STOP WORK ORDER

- (1) *Order to stop work.* The Holmes County Consolidated School District may by written order to the Contractor at any time, and without notice to any surety, require the Contractor to stop all or any part of the work called for by this contract. This order shall be for a specified period not exceeding 90 days after the order is delivered to the Contractor, unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, the Contractor shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the Procurement Office of HCCSD 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 cancelled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the Contractor shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or Contractor price, or both, and the contract shall be modified in writing accordingly, if:
 - (a) the stop work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
 - (b) the Contractor asserts a claim for such an adjustment within thirty (30) days after the end of the period of work stoppage; provided that, if the Procurement Officer of HCCSD decides that the facts

justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this contract.

- (3) *Termination of Stopped Work.* If a stop work order is not cancelled and the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise.
- (4) *Adjustment of Price.* Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of this contract.

16. TERMINATION BY DEFAULT

- (1) *Default.* If the Contractor refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract, or any extension thereof otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the Procurement Officer of HCCSD may notify the Contractor in writing of the delay or nonperformance and if not cured in ten days or any longer time specified in writing by the Procurement Officer of HCCSD, such officer may terminate the Contractor's right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the Procurement Officer of HCCSD may procure similar supplies or services in a manner and upon terms deemed appropriate by the Procurement Officer of HCCSD. The Contractor shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.
- (2) *Contractor's Duties.* Notwithstanding termination of the contract and subject to any directions from the Procurement Officer of HCCSD, the Contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of the Contractor in which the HCCSD has an interest.
- (3) *Compensation.* Payment for completed services delivered and accepted by the HCCSD shall be at the contract price. The HCCSD may withhold from amounts due the Contractor such sums as the Procurement Officer of HCCSD deems to be necessary to protect the HCCSD against loss because of outstanding liens or claims of former lien holders and to reimburse the HCCSD 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, the Contractor shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by the Contractor to make progress in the prosecution of the work hereunder which endangers such performance) if the Contractor has notified the HCCSD within fifteen (15) days after the

cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the State and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a Subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, the Contractor shall not be deemed to be in default, unless the services to be furnished by the Subcontractor were reasonably obtainable from other sources in sufficient time to permit the Contractor to meet the contract requirements.

Upon request of the Contractor, the HCCSD shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, the Contractor's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly, subject to the rights of the HCCSD under the clause entitled (in fixed-price contracts, "Termination for Convenience," in cost-reimbursement contracts, "Termination"). (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 the Contractor's right to proceed under the provisions of this clause, it is determined for any reason that the contract was not in default under the provisions of this clause, or that the delay was excusable under the provisions of Paragraph (4) (Excuse for Nonperformance or Delayed Performance) of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the HCCSD, 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 ON CONVENIENCE

- (1) *Termination.* The HCCSD may, when the interests of the HCCSD so require, terminate this contract in whole or in part, for the convenience of the HCCSD. The HCCSD shall give written notice of the termination to the Contractor specifying the part of the contract terminated and when termination becomes effective.
- (2) *Contractor's Obligations.* The Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the Contractor will stop work to the extent specified. The Contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The Contractor shall settle the

liabilities and claims arising out of the termination of subcontractors and orders connected with the terminated work. The Holmes County Consolidated School District may direct the Contractor to assign the Contractor's right, title, and interest under terminated orders or subcontracts to the State. The Contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

18. PRICE ADJUSTMENT

- (1) *Price Adjustment Methods.* Any adjustment 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; or
 - (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.

- (2) *Submission of Cost or Pricing Data.* The Contractor shall provide cost or pricing data for any price adjustment subject to the provisions of Section 3-403 (Cost or Pricing Data) of the Mississippi Personal Service Contract Procurement Regulations.

19. COMPLIANCE WITH MISSISSIPPI EMPLOYMENT PROTECTION ACT

Contractor/Seller represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act (Senate Bill 2988 from the 2008 Regular Legislative Session) and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor/Seller agrees to maintain records of such compliance and, upon request of the State, to provide a copy of each such verification to the State. Contractor/Seller further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. Contractor/Seller understands and agrees that any breach of these warranties may subject Contractor/Seller to the following: (a) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (b) the loss of any license, permit, certification or other document granted to Contractor/Seller by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. In the event of such termination/cancellation, Contractor/Seller would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit."

20. E-PAYMENT AND E-INVOICING /SAAS

The State requires the Contractor to submit invoices electronically throughout the term of the agreement. Vendor invoices shall be submitted to the state agency using the processes and procedures identified by the State. Payments by state agencies using the Statewide Automated Accounting System (SAAS), or any specific successor system (MAGIC) shall be made and remittance information provided electronically as directed by the State. These payments shall be deposited into the bank account of the Contractor's choice. Contractor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.

21. EQUAL OPPORTUNITY EMPLOYER

The Contractor shall be an equal opportunity employer and shall perform to all affirmative action and other applicable requirements; accordingly, contractor shall neither discriminate nor permit discrimination in its operations or employment practices against any person or group of persons on the ground of race, color, religion, national origin, disability, or sex in any manner prohibited by law.

22. BOARD APPROVAL

It is understood that this contract is void and no payment shall be made in the event that the HCCSD School Board does not approve this contract.

23. DEBARMENT AND SUSPENSION CERTIFICATION

The CONTRACTOR certifies that neither it nor its principals: (a) are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency; (b) have, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; (c) are presently indicted of or otherwise criminally or civilly charged by a governmental entity with the commission of fraud of a criminal offence in connection with obtaining, attempting to obtain or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property, and (d) have, within a three (3) year period preceding this Agreement, had one or more public transaction (Federal, State or Local) terminated for cause or default. See Excluded Parties List System at www.epls.gov.

ATTACHMENT A

**Holmes County Consolidated School District
PROSPECTIVE CONTRACTOR'S REPRESENTATION REGARDING
CONTINGENT FEES**

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

Offeror Signature

Date

Title of Request for Proposal

*Please check appropriate response

**INTENT TO SUBMIT PROPOSAL FORM
PROFESSIONAL SERVICES FOR IMPLEMENTATION FOR
VIRTUAL INSTRUCTIONAL INTERVENTION SERVICES
Holmes County Consolidated School District
Federal Programs**

The non-binding Intent to Submit Proposal Form must be submitted and received no later than 10:00 a.m., Central Time (CT), October 23, 2020

This form must be sent to:
Holmes County Consolidated School District
Attn: Selma Russell, Purchasing Clerk
Phone: (601) 854-2175
Fax: (662)834-4002

Physical Address:
313 Olive Street
Lexington, MS 39095

Mailing Address:
P.O. Box 630
Lexington, MS 39095

Contractor: _____

Contact Person: _____

Mailing 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

TENTATIVE TIMELINE

REQUEST FOR PROPOSAL #2020-01 PROFESSIONAL SERVICES FOR IMPLEMENTATION FOR VIRTUAL INSTRUCTIONAL INTERVENTION SERVICES

October 12-23, 2020:	Release/Advertise RFP
October 22, 2020:	Deadline for ALL RFP questions
October 23, 2020:	Deadline for Intent to Submit Proposal Form
November 9, 2020:	Proposals due by 10:00 a.m. Central Standard Time Holmes County Consolidated School District
November 12, 2020:	Recommendation to Superintendent and School Board for approval