



Request for Qualifications

Instructor Services

RFP#2016-07

Mississippi State Personnel Board
210 East Capitol Street, Suite 800
Jackson, MS 39201

Contact: Brittany Martin
mspb.communications@mspb.ms.gov
Date: July 14, 2016

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Request for Qualifications for Instructor Services

Section 1 – Background

The Mississippi State Personnel Board (hereinafter “MSPB”) is the central personnel agency for the State of Mississippi. The vision of the agency is to ensure a quality workforce for the State of Mississippi. The Office of Workforce Development is the division within MSPB responsible for delivering leadership, management, and professional development courses designed to equip public sector workers with the skills needed to serve the citizens of Mississippi. These courses are offered as stand-alone courses as well as part of MSPB’s certification programs including the nationally accredited Certified Public Manager® Program, the Human Resources Certification Program, the Administrative Services Certification Program, and the Basic Supervisory Course. MSPB also provides employment law and human resource compliance courses. A list of courses currently provided by MSPB may be found on our website at <http://www.mspb.ms.gov>.

Section 2 – Purpose

MSPB is soliciting applications from experienced professional instructors for the purpose of establishing a list of qualified instructors to administer the professional education programs offered by MSPB through the Office of Workforce Development for courses pertaining to the Everything DiSC Assessment and fraud detection and prevention.

Section 3 – Timeline

Request for Qualifications (RFQ) Issue Date:	July 14, 2016
Deadline for Vendor Questions to MSPB:	July 20, 2016, 5:00 PM CST
Anticipated Posting of Written Answers to Questions:	July 22, 2016, 5:00 PM CST
Application Submission Deadline:	July 26, 2016, 9:00 AM CST
Application Opening Date:	July 26, 2016, 9:30 AM CST
Selection Completed:	Prior to August 19, 2016

Section 4 – Minimum Qualifications

Instructors are required to possess the following minimum qualifications:

- A minimum of five (5) years of professional instructor experience for an audience of adult learners in an academic or professional setting, either on a contractual basis or as an employee;
- A minimum of two (2) years of the above experience must have been in the public sector and have included content delivery in a training and teaching capacity;
- Strong interpersonal and presentation skills;
- Strong oral and written communication skills; and,
- Proficiency with Microsoft Office, including presentation software such as PowerPoint, and the skills and ability to draft course curriculum and progress measurement tools.

Section 5 – Services Provided by Instructors

Instructors provide services including, but not limited to:

- Presenting existing material for adult learners;
- Leading and facilitating group discussion about topics covered in the courses;
- Providing a classroom environment where adult learners can apply concepts and skills to their current jobs;
- Working with MSPB staff and other instructors to assess the effectiveness of curriculum and instructional methods; and,
- Creating and/or revising curriculum to address changing needs of state workers.

Instructors are independent contractors and are not employees of MSPB or the State of Mississippi.

Section 6 – Application Submission Requirements

The application package must be sealed and must contain the following:

- Application Cover Sheet (**Attachment A**).
- Application Cover Letter indicating the vendor's qualifications to perform the services, a summary of course curriculum developed by the vendor, and a summary of experience, including experience facilitating classes in the public sector (state or local government);
- Resume or curriculum vitae indicating the vendor's education and work experience;
- Notification as to whether the individual is a retiree from Mississippi government and receiving benefits from the Public Employees' Retirement System of Mississippi (PERS);
- Vendors must note one or more of the certifications listed below where indicated on the responses to this Request for Qualification:
 - For certification to administer the Everything DiSC® Assessment, the vendor must provide a statement from Wiley Publishing of an authorized distributorship for the Everything DiSC® Assessment;
 - For certification to facilitate anti-fraud training, the vendor must provide a copy of the Certified Fraud Examiner certificate and current membership with the Association of Certified Fraud Examiners (ACFE);
- Vendors must provide the applicable certification and/or license from the applicable certifying authority.

- Application Form for Instructor Services (**Attachment B**) – At the top of the form, the vendor should indicate the category or categories of training for which he or she qualifies and is applying (may apply/qualify for more than one category). The Instructor Services Contract Rate Schedule **MUST** be accepted as indicated by the vendor’s signature. Failure to complete and/or sign the application form may result in vendor being determined non-responsive.
- References (**Attachment C**) – Each vendor must furnish a listing of **at least** three (3) professional references along with the information requested on the Reference Form for each. These references must be familiar with the vendor’s abilities in the areas involved with this solicitation. MSPB will use these references to assist in determining the vendor’s ability to perform the services. It is the responsibility of the vendor to ensure that the reference contact information is correct and current. MSPB will not track down references. Vendors should verify before submitting their application package that the contact person and phone number are correct for each reference. **MSPB must be able to reach two (2) references for a vendor within two (2) business days of application opening to be considered responsive. Further, the vendor must score a minimum of four (4) points on each Reference Score Sheet which will be used by MSPB staff when interviewing the two (2) references (for a total minimum scoring requirement of eight (8) points) to be considered responsive and/or responsible. (See Attachments C and D.)** Only vendors who are found responsive and responsible will have their application considered. Vendors may submit as many references as desired. MSPB will begin contacting references at the top of the list and will continue down the list until they have completed Reference Score Sheets for two (2) references. After two (2) score sheets are completed, MSPB staff will stop the reference check process.

Additional submission requirements include:

- The original and one copy of the application package must be signed and submitted in a sealed envelope or package to 210 East Capitol Street, Suite 800, Jackson, MS 39201 no later than **9:00 AM CST, Tuesday, July 26, 2016**. The original application must be marked “ORIGINAL”. All documents contained in the original application package must have original signatures and must be signed by a person who is authorized to bind the vendor. All additional application sets may contain photocopies of the original package. Sealed applications should be labeled as follows:

Request for Qualifications for Instructor Services
RFQ No. 2016-07
Certification(s): _____
Opening Date: July 26, 2016, at 9:30 AM CST Mississippi
State Personnel Board
Attention: Brittany Martin, Director of Communications
210 East Capitol Street, Suite 800
Jackson, MS 39201
SEALED APPLICATION PACKAGE – DO NOT OPEN

- Timely submission of the application package is the responsibility of the vendor. Applications received after the specified time will be rejected, shall not be considered for award and vendors shall be notified as soon as practicable of late bid. The time and date of receipt by MSPB will be indicated on the envelope or package by MSPB staff.
- Each page of the application form and all attachments must be identified with the name of the vendor.
- MSPB reserves the right to decide, on a case-by-case basis, whether to reject an application with modifications or additions as non-responsive.
- **Any vendor claiming that its application contains information exempt from the Mississippi Public Records Act (Miss. Code Ann. §§ 25-61-1 et seq.), shall segregate and mark the information as confidential and provide the specific statutory authority for the exemption.**
- All application packages must be received by MSPB no later than **9:00 AM CST, Tuesday, July 26, 2016**. Applications submitted via facsimile (faxes) or email **will not** be accepted. It is suggested that if an application is mailed to MSPB, it should be posted in certified mail with a return receipt requested. MSPB will not be responsible for mail delays or lost mail.

Section 7 – Basis for Selection

All application packages received in response to this RFQ by the stated deadline will receive a comprehensive, fair, and impartial review. A review committee will consider the applications in the following four-phase process:

Phase 1: During this phase of the review process, all applications received will be reviewed to determine if the following mandatory requirements of this RFQ have been satisfied:

- Application submission deadline met;
- Required format followed;
- Required number of copies along with the original application provided;
- Signed Application Cover Sheet provided;
- Responsiveness to the questions contained on the Application Cover Sheet;
- Required Application Cover Letter provided;
- Resume or Curriculum Vitae provided;
- Signed Application Form provided;
- Required number of references provided;
- Acceptance of all Standard Terms and Conditions;
- Copy of applicable certificate and/or license; and
- Signed Acknowledgement of RFQ Amendments (if amendments have been posted) provided.

Failure to comply with any of the above may result in elimination from further consideration. Vendors that are determined to have complied will continue to the next phase, while vendors that do not comply will be notified of their non-responsive status.

Phase 2: During this phase of the review process, all remaining applications will be reviewed to determine responsibility; *i.e.*, whether the minimum vendor requirements of this RFQ have been met. Vendors that are determined by the review committee to have shown the minimum qualifications outlined in Section 4 and who received a minimum score of four on the Reference Score Sheet (**Attachment D**) from reference interviews by MSPB staff with **two** vendor references (for a total minimum score of eight) will be found to be responsible. These vendors will continue to the next phase, while vendors that are not determined to be responsible will be notified of such determination.

Phase 3: During this phase of the review process, all remaining applications will be reviewed to assess the vendor's qualifications with regard to understanding of the key concepts, techniques, and evaluation procedures for adult learners, as well as expertise in the minimum qualifications listed in Section 4. Each application will be scored using the Evaluation Criteria - Phase 3 Sheet (**Attachment E**). The highest scoring vendors in each of the following categories (must have a minimum score of 80) will continue to the next phase as outlined below:

Everything DiSC® Assessment – 5 vendors

Certified Fraud Examiner – 5 vendors

Vendors who are not moved forward to the next phase will be so notified.

Phase 4: During this phase of the review process, the remaining vendors will be invited to present a live thirty-minute training session at MSPB. This presentation will be given before a live adult audience, including members of the review committee. Other MSPB staff may be present and may interact with the vendor by asking questions, etc. The subject of the vendor's presentation should be consistent with the category or categories for which the vendor is applying. The purpose of this presentation is to assess the vendor's qualifications with regard to interpersonal, presentation, and communication skills, as well as proficiency with certain computer software.

Each vendor's presentation will be scored by the review committee based upon the criteria listed on the Evaluation Criteria - Phase 4 Sheet (**Attachment F**). The vendors who receive a minimum score of 80 or higher will be selected for the Qualified Instructor List. MSPB may contract with these vendors to provide instructor services for MSPB; **however, selection of a vendor for the list does not guarantee that a contract will be entered into with that vendor or that services will be utilized. Contracts will be awarded based upon the need and demand for the instructor services to be provided.**

Section 8: MSPB Contact and Questions/Requests for Clarification

- All questions and requests for clarification must be directed by **email** to:

Brittany Martin, Communications Director
Mississippi State Personnel Board
Email: mspb.communications@mspb.ms.gov

- Questions and requests for clarification must be submitted via email by the deadline reflected in Section 3.
- All questions and answers will be published on the MSPB website (<http://www.mspb.ms.gov>) in a manner that all vendors will be able to view by the date and time reflected in Section 3.
- MSPB will not be bound by any verbal or written information that is not contained within this RFQ unless formally noticed and issued by the contact person.
- Should an amendment to the RFQ be issued, it will be posted on the MSPB website (<http://www.mspb.ms.gov>) in a manner that all vendors will be able to view. Furthermore, vendors must acknowledge receipt of any amendment to the solicitation by signing and returning the amendment with the application package, by identifying the amendment number and date in the space provided for this purpose on the application form, or by letter. The acknowledgment must be received by MSPB by the date, time, and at the place specified for receipt of applications. It is the vendor's sole responsibility to monitor the website for amendments to the RFQ.

Section 9 – Duration

The anticipated term of any contract with a vendor selected for the Qualified Instructor List is tentatively September 1, 2016 until June 30, 2017, with three (3) optional one-year renewals. Renewals will be determined annually and will be contingent upon successful completion of services under the preceding year's contract, a performance-based evaluation, and MSPB's need for continuation of the services.

Section 10 – Removal from Qualified Instructor List

Vendors added to the Qualified Instructor List may be removed from the list for cause by MSPB.

Section 11 – Vendor Certification

The vendor agrees that submission of a signed application form is certification that the vendor will accept a contract award made to it as a result of the submission.

Section 12 – Debarment

By submitting an application, the vendor certifies that it is not currently debarred from contracting with any political subdivision or agency of the State of Mississippi and that it is not an agent of a person or entity that is currently so debarred.

Section 13 – Registration with Mississippi Secretary of State

By submitting a response, the offeror certifies that, if required by law, it is registered to do business with the Mississippi Secretary of State or, if not already registered and required by law, that it will do so prior to entering into a contract with MSPB. The Mississippi Secretary of State does not register sole-proprietorships; therefore, if the vendor is a sole-proprietor, registration is not required and this section is not applicable.

Section 14 – Selection Notification

Written notice of award shall be sent to all respondents.

Section 15 – Procurement Methodology

- **Restrictions on Communication with MSPB Staff**

At no time shall any vendor or its personnel contact, or attempt to contact, any member of MSPB staff regarding this RFQ except the contact person as set forth in Section 8.

- **Cost of Preparing Application**

MSPB accepts no responsibility for any expense incurred by any vendor in the preparation and presentation of an application. Such expenses, including any travel costs, shall be borne exclusively by the vendor.

- **Rejection of Application Packages**

An application that includes terms and conditions that do not conform to the terms and conditions in this RFQ, including attachments, is subject to rejection as non-responsive. Further, submission of an application form that is not complete and/or signed is subject to rejection as non-responsive. MSPB reserves the right to permit the vendor to withdraw nonconforming terms and conditions from its application prior to a determination by MSPB of non-responsiveness.

- **Debriefing**

A vendor, successful or unsuccessful, may request a post-award debriefing, in writing, by U.S. mail or electronic submission. The written request must be received by MSPB within three (3) business days of notification of the selection of the qualified instructors list. A post-award debriefing is a meeting and not a hearing; therefore, legal

representation is not required. A debriefing typically occurs within five (5) business days of receipt of the request. If a vendor prefers to have legal representation present, the vendor must notify MSPB in writing and identify its attorney by name, address and telephone number. MSPB will schedule and/or suspend and reschedule the meeting at a time when a representative of the Office of the Mississippi Attorney General can be present. For additional information regarding Post-Award Debriefing, as well as the information that may be provided and excluded, please see Section 7-114, Post-Award Vendor Debriefing, of the *Mississippi Personal Service Contract Review Board's Rules and Regulations*.

- **Protests**

Any actual or prospective vendor who is aggrieved in connection with this solicitation or the outcome of this RFQ may file a protest with the Executive Director of the Mississippi State Personnel Board. The protest shall be submitted in writing by the following deadlines, whichever deadline runs first:

- within seven working days after such aggrieved person or entity knows or should have known of the facts giving rise thereto;
- within seven working days after the date of a letter from MSPB notifying the vendor that the vendor did not move forward in the selection process; or,
- within seven working days after the date of a letter from MSPB notifying the vendor of the vendors that were selected for the Qualified Instructor List.

All protests must be in writing, dated, signed by the vendor, and contain a statement of the reasons(s) for protest, citing the law(s), rule(s), regulations(s), or procedure(s) on which the protest is based. The written protest letter shall contain an explanation of the specific basis for the protest. The protesting vendor must provide facts and evidence to support the protest. A protest is considered filed when received by MSPB via either U.S. Mail, postage prepaid, or by personal delivery. Protests filed after the deadline for same will not be considered.

Section 16 – Required Contract Terms and Conditions

Any contract entered into with MSPB pursuant to a vendor being placed on the Qualified Instructor List will have the required clauses found in this document as Attachment G.

Section 17 – Attachments

The attachments to this RFQ are made a part of this RFQ as if copied herein in words and figures.

Section 18 – Mississippi State Personnel Board Website

This RFQ, and questions and answers concerning this RFQ, will be posted on the MSPB website at <http://www.mspb.ms.gov>.

Section 19 – Equal Opportunity Statement

MSPB will select vendors pursuant to this RFQ without regard to political affiliation, race, color, handicap, genetic information, religion, national origin, sex, religious creed, age, or disability.

Name of Vendor: _____

ATTACHMENT A

APPLICATION COVER SHEET

The Mississippi State Personnel Board is soliciting applications from experienced professional instructors for the purpose of establishing a list of qualified instructors to administer the professional education programs offered by MSPB through the Office of Workforce Development.

Applications are to be submitted as listed below, on or before 9:00AM CST, Tuesday, July 26, 2016.

PLEASE MARK YOUR ENVELOPE:

Request for Qualifications for Instructor Services

RFQ No. 2016-07

Certification(s):

_____ **Opening Date:**

July 26, 2016, at 9:30 AM CST Mississippi State

Personnel Board

Attention: Brittany Martin, Director of Communications

210 East Capitol Street, Suite 800

Jackson, MS 39201

SEALED APPLICATION PACKAGE – DO NOT OPEN

Name of Company: _____

Company representative (name and title): _____

Signature: _____

Address: _____

City/State/Zip: _____

Telephone: _____

Fax Number (optional): _____

E-Mail Address: _____

Name of Vendor: _____

In addition to providing the above contact information, please answer the following questions regarding your company:

What year was your company started? _____

How many years has your company or sole proprietorship been performing the services called for in this RFQ? _____

Please provide the physical location and mailing address of your company's or sole proprietorship's home office, principal place of business, and place of incorporation. _____

Is your company or sole proprietorship currently for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, please discuss the impact both in organizational and directional terms. _____

List all licenses or permits your company or sole proprietorship possesses that are applicable to performing the services required in this RFQ. _____

How many customers has your company or sole proprietorship provided instructor services for in the past two (2) years? _____

What is the largest customer your company or sole proprietorship has provided instructor services for in the past two (2) years? _____

Describe any specific services which your company or sole proprietorship offers along with any specialized experience, certification, and/or education. _____

Name of Vendor: _____

What is your availability to instruct individuals on a variety of soft and hard skill material on an as needed basis? Please list any restrictions on scheduling. _____

What is your availability to travel to locations throughout the State to facilitate classes on an as needed basis? _____

Name of Vendor: _____

ATTACHMENT B

APPLICATION FORM FOR INSTRUCTOR SERVICES

Categories of services to be provided. **Vendor must mark each category for which he or she wishes to be considered.**

- Everything DiSC® Assessment
- Certified Fraud Examiner

Vendor/Company	Contact Person	Telephone Number

Instructor Services Contract Rate Schedule	
Instruction time	\$80 per hour
CPM project and writing assignment evaluation	\$50 per project/assignment
Coaching CPM participants	\$150 per participant
Myers-Briggs Type Indicator Assessment	\$80 per course
Curriculum updates/development	\$75 per hour
Travel costs	\$50 per hour travel time from city to city for classes scheduled in locations more than 30 miles from the instructor’s residence Actual lodging expense reimbursed with receipt up to \$125 per night for classes spanning 1.5 or more consecutive days

Name of Vendor: _____

By signing below, the vendor/company representative certifies that he/she has authority to bind the vendor/company, and further acknowledges and certifies on behalf of the vendor / company:

1. That he/she has thoroughly read and understands the Request for Qualifications and Attachments thereto;
2. That the vendor/company meets all requirements and acknowledges all certifications contained in the Request for Qualifications and Attachments thereto;
3. That the vendor/company agrees to all provisions of the Request for Qualifications and Attachments thereto including, but not limited to, the Required and Optional Clauses referenced in Sections 16 and 17 to be included in any contract resulting from this RFQ;
4. That the vendor/company agrees to and will perform the services required at the prices indicated in the contract rate schedule, including travel costs;
5. That the vendor/company can and will meet all required laws, regulations, and/or procedures related to confidentiality and represents that its workers are licensed, certified, and possess the requisite credentials to perform instructor services.
6. **NON-DEBARMENT** – By submitting an application, the vendor certifies that it is not currently debarred from contracting with any political subdivision or agency of the State of Mississippi and that it is not an agent of a person or entity that is currently debarred from contracting with any political subdivision or agency of the State of Mississippi.
7. **VENDOR’S REPRESENTATION REGARDING CONTINGENT FEES** – The vendor represents as a part of such vendor’s application that such vendor has/has not (*please circle applicable word or words*) retained any person or agency on a percentage, commission, or other contingent arrangement to secure placement on the Qualified Instructor List.
8. **REPRESENTATION REGARDING CONTINGENT FEES** – The vendor represents that it has not retained a person to solicit or secure placement on the Qualified Instructor List upon an agreement or understanding for a commission, percentage, brokerage, or other contingent fee, except as disclosed in the vendor’s application.
9. **REPRESENTATION REGARDING GRATUITIES** – The vendor 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 Personal Service Contract Review Board Rules and Regulations*.
10. The vendor acknowledges all amendments to the RFQ, if any [please provide amendment(s) number(s) and date(s)]: _____.

Name of Vendor: _____

Vendor/Company Name: _____

Printed name of representative:

Date: _____

Signature of representative:

Note: Please be sure to **circle the applicable word or words** for number 7 (Vendor's Representation Regarding Contingent Fees). Failure to circle the applicable word or words and/or to sign the application form may result in the application being rejected as non-responsive. **Modifications or additions to any portion of this application document may be cause for rejection of the application as non-responsive.**

Name of Vendor: _____

ATTACHMENT C

REFERENCES

REFERENCE 1

Name of Company: _____

Dates of Service: _____

Contact Person: _____

Address: _____

City/State/Zip: _____

Telephone Number: _____

Cell Number: _____

E-mail: _____

Alternative Contact Person (optional): _____

Telephone Number: _____

Cell Number: _____

E-mail: _____

REFERENCE 2

Name of Company: _____

Dates of Service: _____

Contact Person: _____

Address: _____

City/State/Zip: _____

Telephone Number: _____

Cell Number: _____

E-mail: _____

Alternative Contact Person (optional): _____

Telephone Number: _____

Cell Number: _____

E-mail: _____

REFERENCE 3

Name of Company: _____

Dates of Service: _____

Contact Person: _____

Address: _____

City/State/Zip: _____

Telephone Number: _____

Cell Number: _____

E-mail: _____

Alternative Contact Person (optional): _____

Telephone Number: _____

Cell Number: _____

E-mail: _____

Name of Vendor: _____

Vendor may submit as many references as desired by submitting as many additional copies of Attachment C, References, as deemed necessary. References will be contacted in order listed until two (2) references have been interviewed and Reference Score Sheets completed for each of the two (2) references. No further references will be contacted; however, vendors are encouraged to submit additional references to ensure that at least two (2) references are available for interview. MSPB staff must be able to contact two (2) references within two (2) MSPB business days of application opening for vendor to be considered responsive.

Name of Vendor: _____

ATTACHMENT D

REFERENCE SCORE SHEET

TO BE COMPLETED BY MSPB STAFF ONLY

Certification: _____

Vendor Name: _____

Reference Name: _____

Spoke to: _____

Score: _____

Able to provide instructor services when you called?	Yes	No
Satisfied with the instructor services provided?	Yes	No
Demonstrated strong interpersonal and presentation skills?	Yes	No
Demonstrated strong oral and written communication skills?	Yes	No
Demonstrated proficiency with Microsoft Office, including presentation software such as PowerPoint, and the skills and ability to draft course curriculum and progress measurement tools?	Yes	No
Would you recommend?	Yes	No

Each "yes" is one point; each "no" is zero points. Vendors must have a minimum score of four from two references (total of eight points) to be considered responsible and for its application to be considered.

Do you have any business or professional or personal interest in the vendor/vendor's organization? If yes, please explain.	Yes	No
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Called by: _____

Date/Time: _____

Name of Vendor: _____

ATTACHMENT E

EVALUATION CRITERIA – PHASE 3 SHEET

Evaluation Criteria – Phase 3	Points*
Experience instructing and facilitating classes for adult learners on a variety of soft and hard skill material in an academic or professional setting	20
Experience creating curriculum and learning aids including, but not limited to, printed learning guides, presentation displays, group activities, and learning assessments	20
Experience facilitating classes in the public sector (state, federal, or local government)	20
Availability to travel to different locations in Mississippi to facilitate classes	10
Availability to instruct classes on an as needed basis	15
Proficiency in communicating in writing in a clear and concise manner as demonstrated on written application submittal documents	15

*The points listed are the total maximum number of points a vendor can receive for each criterion.

Name of Vendor: _____

ATTACHMENT F

EVALUATION CRITERIA – PHASE 4 SHEET

Evaluation Criteria – Phase 4	Points*
Ability to convey his or her knowledge of the topic	10
Ability to present information so that individuals could understand and learn	15
Ability to help individuals apply the principles covered to their job	15
Ability to convey an approachable manner with questions	10
Ability to involve participants and encourage interaction	10
Ability to use presentation software effectively	15
Ability to use printed materials effectively	15
Ability to use examples that are applicable to public sector workers	10

*The points listed are the total maximum number of points a vendor can receive for each criterion.

Name of Vendor: _____

ATTACHMENT G

REQUIRED CONTRACT TERMS AND CONDITIONS

APPLICABLE LAW

The contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws, 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.

AVAILABILITY OF FUNDS

It is expressly understood and agreed that the obligation of the Mississippi State Personnel Board 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 Mississippi State Personnel Board, the Mississippi State Personnel Board 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 Mississippi State Personnel Board of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

PROCUREMENT REGULATIONS

The contract shall be governed by the applicable provisions of the Mississippi Personal Service Contract Review Board Rules and Regulations, a copy of which is available at 210 East Capitol, Suite 800, Jackson, Mississippi 39201 for inspection, or downloadable at <http://www.mspb.ms.gov>.

COMPLIANCE WITH LAWS

Contractor understands that the Mississippi State Personnel Board 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.

Name of Vendor: _____

STOP WORK ORDER

(1) Order to Stop Work: The 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 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 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.

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.

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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 Personal Service Contract Review Board Rules and Regulations.

ACKNOWLEDGMENT OF AMENDMENTS

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 Mississippi State Personnel Board by the time and at the place specified for receipt of bids.

CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

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

Note: The following clause shall be completed and conspicuously placed within the response bid or proposal.

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/has not (use applicable word or words) retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract.

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. Miss. Code Ann. § 31-7-305 (1972, as amended).

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. Miss. Code Ann. §§ 71-11-1 et seq. (1972, as amended). The term "employee" as used herein means any person that is hired to perform

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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 cancellations/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.

TRANSPARENCY

This contract, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," and its exceptions. See Miss. Code Ann. §§ 25-61-1 et seq., (1972, as amended) and Miss. Code Ann. § 79-23-1 (1972, as amended). In addition, this contract is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Miss. Code Ann. §§ 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.

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

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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.