



REQUEST FOR PROPOSALS (RFP)  
Integrated High School Equivalency and Priority Occupations Training  
AccelerateMS

**Proposal Due Date: June 19, 2026**

## **I. Purpose**

Mississippi's Office of Workforce Development, called AccelerateMS, solicits proposals from eligible entities to implement outcomes-driven Basic Skills Training Programs that prepare individuals for high school equivalency (HSE) attainment while providing concurrent training aligned with the state's priority industry sectors, occupations, and employer-requested training.

This initiative is a key component of the state's effort to improve labor force participation and ensure more adults achieve economic mobility through high-value education and employment pathways. To ensure effective use of resources and maximize impact, Basic Skills funding will be allocated exclusively to eligible entities that have immediate access to training through either an internal program or an external training provider. This requirement aligns with our commitment to workforce development by ensuring participants strengthen foundational educational skills in tandem with workforce training. It also ensures that funded providers play an active role in equipping individuals for long-term success in both education and employment. Applicants must demonstrate the capacity to deliver approved training programs in order to qualify for funding support. This approach prioritizes accessibility to skill-building opportunities and reinforces our mission to equip individuals with the essential competencies needed for employment and career growth.

## **II. Objectives**

- Ensure that at least 50% of adult education participants are co-enrolled in workforce training or postsecondary education programs each year through supported initiatives.
  - These metrics apply to the grant as a whole and are not limited solely to adult education outcomes. AccelerateMS expects grantees to propose realistic, regionally appropriate performance targets in collaboration with their training providers. If a 50 percent placement rate into high-value employment or postsecondary education is not attainable within your region, applicants should propose an alternative target that is both ambitious and achievable. Applicants must also describe the operational strategies and programmatic adjustments they will implement to increase the number of adult education participants transitioning into quality employment opportunities.
- Improve foundational literacy, numeracy, and digital skills.
- Integrate high-value occupational training with basic education instruction.

- Participants will develop the skills needed to secure employment, with priority given in high-demand fields or enroll in postsecondary education programs that lead to priority occupations.
- Foster partnerships with employers to support high-value training and hiring pipelines
- Aligning to GED®, HiSET®, and college and career readiness frameworks

### **III. Eligible Applicants**

Eligible applicants include but are not limited to the following entities. Applicants MUST ensure training is aligned and coordinated with adult education programs, even when not co-located:

- Mississippi Community Colleges or the organizing board
- Adult education providers
- Workforce development boards
- Nonprofit training organizations with a verifiable history of serving this population
- Local education agencies (LEAs) in partnership with workforce providers

### **IV. Target Population**

- Individuals functioning below 12th-grade level in reading, writing, or mathematics
- Adults (16+) without a high school diploma or recognized equivalent
- Unemployed or underemployed individuals, including those in rural and high-poverty areas

### **V. Required Program Elements & Quantifiable Metrics**

Each proposal must address the following and include clear, measurable outcomes:

- High School Equivalency Preparation
  - Minimum 20% HSE attainment rate by the end of the program year
- Contextualized Skills Training
  - The entity must provide access to training or education opportunities (internally or externally through the identified training provider) in high-demand occupations from the state's Priority Occupations List that are relevant to the needs of the target population being served or employer requested training. See link for priority occupation list <https://mspathfinder.org/>
  - At least 50% of basic skills participants enrolled in workforce training programs and/or post-secondary programs must complete occupational training leading to a priority occupation. Include at least one training option that is stackable or aligned with postsecondary pathways. The training must align with a clear pathway to employment and include at least one option that is stackable.
- Workforce Readiness and Employment Transition
  - Minimum 75% of basic skills participants must demonstrate workforce readiness (e.g., resume, interview prep, soft skills rubric) through the Smart Start program.

- o At least 50% of completers should be placed in employment, with priority given in high-demand fields, an internship, or postsecondary education within 90 days of program exit, and progress tracked for 1 year after exit
- o Report outcomes disaggregated by race, age, gender, and geographic region
- o Employer and Community Partnerships
  - o Proposals must document at least two employer partnerships per training program proposed, outlining employer involvement in curriculum development, site visits, or hiring opportunities
  - o Demonstrate how partnerships will contribute to work-based learning or on-the-job training

**VI. Budget & Funding**

- o Total funding available: \$1.5M
- o Funding period: July 1, 2026-June 30, 2027

**Instructional Staff**

Funding for instructional staff will be determined based on the number of participants served in the training program during the program year. (See chart below). Instructor positions supported through this funding may be full-time or part-time employees depending on the organization’s policy of eligible hours worked for full-time and part-time employees.

**Full-Time Instructor Salary:** up to \$54,000 per FTE annually (to include up to 30 hours for professional development training) plus 26.05% benefits (18.40% Retirement, 6.2% Social Security, 1.45% Medicare). The total salary and benefits allowed are \$68,067.

<b>Participants Trained (Annually)</b>	<b>Instructor FTE Allowed</b>
50 – 100	1 FTE
101 - 150	2 FTE
151 – 200	3 FTE
201 - 250	4 FTE
251 or more	5 FTE

**Part-Time Instructor Salary:** up to \$27,000 per year (to include up to 30 hours for professional development training) plus up to 26.05% benefits [18.40% Retirement (if applicable), 6.2% Social Security, 1.45% Medicare]. The total salary and benefits allowed are \$34,033.50.

<b>Participants Trained (Annually)</b>	<b>Instructor Part-Time Allowed</b>
1-50	1 PTE
50 – 100	2 PTE
101-150	3 PTE

151 – 200	4 PTE
201 or more	5 PTE

Attendance will be evaluated quarterly. Programs with low attendance may be subject to a program improvement plan.

### **Career Navigator**

Programs may also request funding for a **Career Navigator**, responsible for supporting participants with enrollment into post-secondary programs, workforce pathways, and credential attainment.

- **Career Navigator Salary:** \$50,000 per FTE annually (to include up to 30 hours for professional development training) plus 26.05% benefits (18.40% Retirement, 6.2% Social Security, 1.45% Medicare). The total salary and benefits allowed are \$63,025.
- The Career Navigator will assist with:
  - Career pathway counseling
  - Postsecondary enrollment guidance
  - Workforce placement support
  - Participant retention and follow-up services

**Part-Time Career Navigator Salary:** up to \$25,000 per year (to include up to 30 hours for professional development training) plus up to 26.05% benefits [18.40% Retirement (if applicable), 6.2% Social Security, 1.45% Medicare]. The total salary and benefits allowed are \$31,512.50.

Instructor and Career Navigator positions funded through this program may be utilized for dedicated part-time equivalent (PTE) or full-time equivalent (FTE) roles; If funding is braided/blended for positions included in the RFP, it must be defined how the funding sources are blended and applicable to this RFP, and must include detailed amounts that will be braided with this funding. Applicants must also maintain time and effort documentation that aligns with approved budget amounts and demonstrates how personnel costs are proportionally distributed across funding sources.

## **Professional Development**

Full-time positions funded under this RFP may receive compensation for up to 30 hours of approved professional development activities, while part-time positions may receive compensation for up to 20 hours. Applicants must describe all anticipated professional development trainings and activities for funded positions within the application.

### **ACT WorkKeys Assessment Reimbursement**

Programs may also request funding for WorkKeys assessment fees for eligible Basic Skills students only. Reimbursement will include the cost of each required section of the WorkKeys assessment and one (1) retake per section, per student, if needed.

Reimbursement is limited to students officially enrolled and participating in the approved Basic Skills program. No reimbursement will be provided for individuals who are not classified as Basic Skills participants.

NCRC testing fee support documentation should include maintained ACT invoices and corresponding skills reports as supporting evidence. In cases where an invoice includes charges for multiple student tests and/or programs, only the portion applicable to basic skills testing should be clearly identified and documented to ensure accurate allocation and compliance.

## **Program Performance Metrics**

Organizations receiving funding must meet the following minimum performance standards to ensure successful training outcomes and responsible use of funds.

### **1. Program Metrics**

- Programs must demonstrate the ability to successfully train and retain participants.
- Completion Rate: At least 50% of enrolled participants must complete the training program.
- Participant Enrollment:
  - Programs must recruit and enroll participants based on the projected training numbers included in their proposal.
  - All participants receiving training from grant-funded instructor(s) must be entered into MS Works.
    - The following required information must also be uploaded and associated with each participant in the program:
      - Participant demographics
      - Enrollment data
      - Course or Program Files
      - Contact hours

- Credential Attainment (if applicable): At least 40% of participants who complete the program should earn an industry-recognized credential or certificate, if credentials are offered.

### **Participant Outcome Metrics**

- Programs are required to demonstrate effectiveness in supporting participants' transition to employment and/or continued education.

#### **Workforce or Postsecondary Enrollment:**

A minimum of 20% of participants who complete the program must, within six (6) months of completion, enter employment, enroll in a registered apprenticeship, internship, or pursue postsecondary education or training.

### **Instructor Performance Metrics**

- Instructional staff are responsible for delivering training and supporting participant success.
- Maintain participant attendance rates of at least 75% during training.
- Support participant learning to achieve the minimum 50% program completion rate.
- Deliver training aligned with the approved curriculum and program schedule.
- Maintain accurate records for attendance, participant progress, and training outcomes.

### **Career Navigator Performance Metrics**

The Career Navigator supports participants with career guidance, education planning, and workforce connections.

- Provide individual advising to at least 90% of program participants.
- Assist at least 30% of participants with college, training program, or workforce applications.
- Help programs achieve the 20% workforce or post-secondary enrollment outcome.
- Conduct follow-up with participants within 3–6 months after program completion to track education or employment outcomes.

## **VII. Proposal Format**

Proposals must include the following sections:

(See appendix B)

- Executive Summary
- Organizational Capacity & Past Performance (include historical outcomes)
- Program Design with Metrics and Outcomes
- Community & Employer Partnerships
- Budget and Narrative
- Data Reporting & Continuous Improvement Plan

- Career Navigator Plan
- Professional Development

VIII. Evaluation Criteria

<b>Criteria</b>	<b>Points</b>
Alignment with HSE and workforce goals	20
Program Design and Implementation Plan	20
Quantifiable Metrics and Outcomes	20
Organizational Capacity	15
Budget & Cost Efficiency	10
Employer & Community Engagement	10
Innovation Considerations	5
<b>Total</b>	<b>100</b>

**IX. Performance Reporting & Accountability**

Awardees will be required to submit quarterly reports that include:

(See Appendix C)

- Program Summary Report that includes enrollment and outcomes
- Postsecondary Education & Training Report
- Budget expenditures
- Quarterly narrative updates sharing innovative practices, challenges encountered, and the solutions implemented to address them.

**X. Submission Instructions**

Submit proposals via email to [grants@acceleratems.org](mailto:grants@acceleratems.org) email by 5PM Central on **June 19, 2026**. Include “Basic Skills RFP – [Your Organization]” in the subject line. Late or incomplete proposals will not be considered. If you have any questions, please email [grants@acceleratems.org](mailto:grants@acceleratems.org).

The State of Mississippi Terms and Conditions for OPTFM Cooperative, Competitive, and Negotiated Contracts, attached as Exhibit C, are hereby incorporated by reference into this RFP and shall govern any contract awarded pursuant to this solicitation.



Appendix A

The Office of Workforce Development (Accelerate MS)

**Basic Skills RFP Application**

July 1, 2026 - June 30, 2027

Applicants **must** submit this Basic Skills RFP Application to AccelerateMS.

A. General Information	
Applicant	
Date of Request	
Point of Contact Name:	
Point of Contact Phone #:	
Point of Contact Email:	

X \_\_\_\_\_  
Applicant Authorized Signature                      Date

Accelerate MS APPLICATION PROCEDURES
<b>INSTRUCTIONS FOR COMPLETING AN AccelerateMS BUDGET MODIFICATION REQUEST</b>
The applicant must complete all sections – Tab A & B – and all applicable tabs of the AccelerateMS Application and submit a signed original request before AccelerateMS can take action.

**Executive Summary**

Purpose, Background, Objectives of the program, timeline of project

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**Program Design with Metrics and Outcomes**

Target Population, recruitment and enrollment, partnerships, etc.

**Organizational Capacity & Past Performance (include historical outcomes)**

**Community & Employer Partnerships**

**Data Reporting & Continuous Improvement Plan**

**WORKFORCE ENHANCEMENT TRAINING  
BASIC SKILLS**

July 1, 2026 - June 30, 2027

**BUDGET NARRATIVE/REASONABLE COSTS**

**APPLICANT:** \_\_\_\_\_

Round all entries to the nearest dollar on all budget forms.

**A. SALARY**

Note: Salaries are to be grouped by rate of pay.

1) Instructor Salaries						
Name of Instructor:	Location of Class:	Job Description:	Scheduled Class Days & Class Times	Salary (Maximum of \$54,000)	Benefits (26.05% Maximum, 18.40% Ret., 6.2% SS, 1.45% Medicare)	Total Salary and Benefits (not to exceed \$68,067)
					\$ -	\$ -
					\$ -	\$ -
					\$ -	\$ -
					\$ -	\$ -
					\$ -	\$ -
					\$ -	\$ -
					\$ -	\$ -
					\$ -	\$ -

2. Career Navigator						
Name of Career Navigator:	Location:	Job Description:	Work Schedule	Salary (Maximum of \$47,000)	Benefits (26.05% Maximum, 18.40% Ret., 6.2% SS, 1.45% Medicare)	Total Salary and Benefits (not to exceed \$68,067)
					\$ -	\$ -
					\$ -	\$ -

**C. CONTRACTUAL SERVICES**

Type	Description	Total Cost
WorkKeys Testing Fees	WorkKeys Testing Fees - Basic Skills Students ONLY	0
<b>Total Contractual Services:</b>		\$ -

<b>Total Budget</b>	\$ -
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**Applicant Instructions:**  
 Complete only the white-shaded cells. Gray/blue cells are formula driven and protected. Use dropdown selections where provided. Do NOT overwrite formula cells.

Staff Name	Position	Location of Training	Annual Salary	Salary Allocation Percentage to RFP % (Enter percentage of salary to be applied against this RFP)	Total Salary Allocation to RFP	Benefit Rate% <small>Full-Time=26.05% Part-Time=7.65%</small>	Annual Benefit Allocation	Benefit Allocation % to RFP	Total Benefit Allocation to RFP	Total Budget for RFP	Identify any other funding sources supporting this position. Include the funding source name, percentage or dollar amount supported by each source, and confirm that combined funding does not exceed 100% of the salary and benefits.
Sally Jenkins	Instructor	Lorman Campus, Lorman, MS	\$ 10,000.00	50%	\$ 5,000.00	26.05%	\$ 2,605.00	50%	\$ 1,302.50	\$ 6,302.50	
					\$ -		\$ -		\$ -	\$ -	
					\$ -		\$ -		\$ -	\$ -	
					\$ -		\$ -		\$ -	\$ -	
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			\$ -		\$ -		\$ -		\$ -	\$ -	

## Appendix B

**The Office of Workforce Development (Accelerate MS)  
2026 - 2027 Basic Skills Quarterly Report**

<b>Training Provider:</b>	
<b>Program Name:</b>	
<b>Location of Training:</b>	
<b>Quarter Ending:</b>	

<b>Enrollment:</b>	
<b>Total Students</b>	
<b>Total Exited</b>	

<b>Participant Outcomes:</b>	
<b>HSE Attainment</b>	
<b>Entered Employment</b>	
<b>Training</b>	
<b>Priority Credentials Attained</b>	

<p><b>Enter the # of students with partial HSE (passed <math>\geq 1</math> subtest, not all completed) Number of students who have attempted the High School Equivalency (HSE) exam and have successfully passed at least one subtest but have not yet completed all required sections.</b></p>	
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<p><b>Quarterly narrative to include updates sharing innovative practices, challenges encountered, and the solutions implemented to address them, student success stories, and highlights of innovative and effective practices in the program.</b></p>



## Appendix C

### State of Mississippi Terms and Conditions for OPTFM Cooperative, Competitive, and Negotiated Contracts

#### A. PRECEDENCE

The STATE OF MISSISSIPPI TERMS AND CONDITIONS FOR OPTFM COMPETITIVE, NEGOTIATED, and COOPERATIVE CONTRACTS shall take precedence over the Proposer's Proposal and any agreements, and should ambiguities, conflicts, or questions of interpretation of these documents arise, they shall be resolved first by reference to the STATE OF MISSISSIPPI TERMS AND CONDITIONS for OPTFM COMPETITIVE, NEGOTIATED, and COOPERATIVE CONTRACTS. AccelerateMS is an entity of the State of Mississippi.

#### B. E-PAYMENT

Proposer agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. AccelerateMS agrees to make payment in accordance with Mississippi "Timely Payments for Purchases by Public Bodies" laws, which generally provide for payment of undisputed amounts by AccelerateMS within 45 calendar days of receipt of invoice. Mississippi Code Annotated § 31-7-301, et seq.

#### C. AVAILABILITY OF FUNDS

It is expressly understood and agreed that the obligation of AccelerateMS to proceed under this agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and receipt of the appropriated funds. If the funds anticipated for the continuing time fulfillment of the agreement are, at any time, not forthcoming or insufficient, regardless of the source of funding, AccelerateMS shall have the right upon 10 business days' written notice to Proposer to terminate this agreement without damage, penalty, cost or expense to AccelerateMS of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

#### D. RECORD RETENTION AND ACCESS TO RECORDS

Proposer shall maintain such financial records and other records as may be prescribed by AccelerateMS or by applicable federal and state laws, rules, and regulations. Provided Proposer is given reasonable advance written notice, and such inspection is made during normal business hours of Proposer, AccelerateMS or any duly authorized representatives shall have unimpeded, prompt access to any of Proposer's books, documents, papers, and/or records which are relevant to this agreement. All records related to this agreement shall be retained by Proposer for three years after final payment is made under this agreement and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this project is commenced before the end of the three year period, the records shall be retained for one year after all issues arising out of the action are finally resolved or until the end of the three year period, whichever is later.

#### E. 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 Mississippi.

#### F. ANTI-ASSIGNMENT/SUBCONTRACTING

Proposer acknowledges that it was selected by AccelerateMS to provide the commodity and perform the services required hereunder based, in part, upon Proposer's special skills and expertise. Proposer shall not assign, subcontract, or otherwise transfer this agreement, in whole or in part, without the prior written consent of AccelerateMS, which may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer of Proposer's obligations hereunder without consent of AccelerateMS shall be null and void. Approval of a subcontract by AccelerateMS shall not be deemed to be approval of the incurrence of any additional obligation of AccelerateMS. Subcontracts shall be subject to the terms and conditions of this agreement and to any conditions of approval that AccelerateMS may deem necessary. Subject to the foregoing, this agreement shall be binding upon the respective successors and assigns of the parties

#### G. COMPLIANCE WITH EQUAL OPPORTUNITY IN EMPLOYMENT POLICY

Proposer understands that AccelerateMS 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 Proposer agrees during the term of the agreement that Proposer will strictly adhere to this policy in its employment practices and provision of services.

#### H. COMPLIANCE WITH LAWS

Proposer shall comply with, and all activities under this agreement shall be subject to, all applicable federal, state, and local laws and regulations, as now exist and as may be amended or modified.

#### I. REQUIRED PUBLIC RECORDS AND TRANSPARENCY

Upon execution of a contract, the provisions of the contract which contain the personal or professional services provided, the unit prices, the overall price to be paid, and the term of the contract shall not be deemed to be a trade secret or confidential commercial or financial information pursuant to Mississippi Code Annotated § 25- 61-9(7). The contract shall be posted publicly on [www.transparency.ms.gov](http://www.transparency.ms.gov) and shall be available at AccelerateMS for examination, inspection, or reproduction by the public. The Proposer acknowledges and agrees that AccelerateMS and this contract are subject to the Mississippi Public Records Act of 1983

codified at Mississippi Code Annotated §§ 25-61-1, et seq. and its exceptions, Mississippi Code Annotated § 79-23-1, and the Mississippi Accountability and Transparency Act of 2008, codified at Mississippi Code Annotated §§ 27-104-151, et seq.

#### J. E-VERIFICATION

If applicable, Proposer represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act and will register and participate in the status verification system for all newly hired employees. Mississippi Code Annotated §§ 71-11-1 and 71-11-3. Proposer agrees to provide a copy of each verification upon request of AccelerateMS subject to approval by any agencies of the United States Government. Proposer 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 clause may subject Proposer to the following:

- (1) termination of this contract and exclusion pursuant to Chapter 15 of the Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations;
- (2) the loss of any license, permit, certification or other document granted to Proposer by an agency, department, or governmental entity for the right to do business in Mississippi; or
- (3) both. In the event of such termination, Proposer would also be liable for any additional costs incurred by AccelerateMS due to Contract cancellation or loss of license or permit to do business in the state.

#### K. INDEPENDENT CONTRACTOR STATUS

Proposer shall, at all times, be regarded as and shall be legally considered an independent contractor and shall at no time act as an agent for AccelerateMS. Nothing contained herein shall be deemed or construed by AccelerateMS, Proposer, or any third party as creating the relationship of principal and agent, master and servant, partners, joint ventures, employer and employee, or any similar such relationship between AccelerateMS and Proposer. Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any acts of AccelerateMS or Proposer hereunder creates or shall be deemed to create a relationship other than the independent relationship of AccelerateMS and Proposer. Proposer's personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of AccelerateMS. Neither Proposer nor its employees shall, under any circumstances, be considered servants, agents, or employees of AccelerateMS, and AccelerateMS shall be at no time legally responsible for any negligence or other

wrongdoing by Proposer, its servants, agents, or employees. AccelerateMS shall not withhold from the contract payments to Proposer any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to Proposer. Further,

AccelerateMS shall not provide to Proposer any insurance coverage or other benefits, including Workers' Compensation, normally provided by AccelerateMS for its employees.

#### L. MODIFICATION OR RENEGOTIATION

The parties agree to renegotiate the agreement in good faith if federal and/or state revisions to any applicable laws or regulations make changes in this agreement necessary. This agreement may be modified only by written agreement signed by the parties hereto and approval by the Public Procurement Review Board, if required.

#### M. TERMINATION

**Termination for Convenience.** AccelerateMS may, when the interests of AccelerateMS so require, terminate this contract in whole or in part, for the convenience of AccelerateMS. AccelerateMS shall give written notice of the termination to Proposer specifying the part of the contract terminated and when termination becomes effective. Proposer shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination Proposer will stop work to the extent specified. Proposer shall complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

**Termination for Default.** If AccelerateMS gives the Proposer a notice that the commodity or personal or professional services are being provided in a manner that is deficient, the Proposer shall have 30 days to cure the deficiency. If the Proposer fails to cure the deficiency, AccelerateMS may terminate the contract for default and the Proposer will be liable for the additional cost to AccelerateMS to procure the commodity or personal and professional services from another source. Termination under this paragraph could result in Proposer being excluded from future contract awards. Any termination wrongly labeled termination for default shall be deemed a termination for convenience.

#### N. STOP WORK ORDER

AccelerateMS may, by written order to Proposer at any time, require Proposer to stop all or any part of the work called for by this contract. This order shall be for a period of time specified by AccelerateMS. Upon receipt of such an order, Proposer shall forthwith comply with its terms and take all reasonable steps to minimize any further cost to AccelerateMS. Upon expiration of the stop work order, Proposer shall resume providing the services which were subject to the stop work order, unless AccelerateMS has terminated that part of the agreement or terminated the agreement in its entirety. AccelerateMS is not liable for payment for services or commodity which were not rendered or received due to the stop work order.

#### O. ORAL STATEMENTS

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this contract. All modifications to the contract shall be made in writing by AccelerateMS, agreed to by Proposer, and approved by the Public Procurement Review Board, if required.

P. OWNERSHIP OF DOCUMENTS AND WORK PAPERS

AccelerateMS shall own all documents, files, reports, work papers and working documentation, electronic or otherwise, created in connection with the project which is the subject of this agreement, except for Proposer's internal administrative and quality assurance files and internal project correspondence. Proposer shall deliver such documents and work papers to AccelerateMS upon termination or completion of the agreement. The foregoing notwithstanding, Proposer shall be entitled to retain a set of such work papers for its files. Proposer shall be entitled to use such work papers only after receiving written permission from AccelerateMS and subject to any copyright protections.

Q. INDEMNIFICATION

To the fullest extent allowed by law, Proposer shall indemnify, defend, save and hold harmless, protect, and exonerate AccelerateMS, its commissioners, board members, officers, employees, agents, and representatives, and the State of Mississippi from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever including, without limitation, court costs, investigative fees and expenses, and attorneys' fees, arising out of or caused by Proposer and/or its partners, principals, agents, employees and/or subcontractors in the performance of or failure to perform this agreement. In AccelerateMS sole discretion, upon approval of the Office of the Mississippi Attorney General and AccelerateMS, Proposer may be allowed to control the defense of any such claim, suit, etc. In the event Proposer defends said claim, suit, etc., Proposer shall use legal counsel acceptable to the Office of the Mississippi Attorney General and AccelerateMS. Proposer shall be solely responsible for all costs and/or expenses associated with such defense, and AccelerateMS shall be entitled to participate in said defense. Proposer shall not settle any claim, suit, etc. without the concurrence of the Office of the Mississippi Attorney General and AccelerateMS, which shall not be unreasonably withheld.

R. THIRD PARTY ACTION NOTIFICATION

Proposer shall give the customer prompt notice in writing of any action or suit filed, and prompt notice of any claim made against Proposer by any entity that may result in litigation related in any way to this agreement.

S. RECOVERY OF MONEY

Whenever, under the contract, any sum of money shall be recoverable from or payable by Proposer to AccelerateMS, the same amount may be deducted from any sum due to Proposer under the contract or under any other contract between Proposer and AccelerateMS. The rights of AccelerateMS are in addition and without prejudice to any other right AccelerateMS may have to claim the amount of any loss or damage suffered by AccelerateMS on account of the acts or omissions of Proposer.

T. FAILURE TO ENFORCE

Failure by AccelerateMS at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of AccelerateMS to enforce any provision at any time in accordance with its terms.

#### U. REPRESENTATION REGARDING CONTINGENT FEES

By responding to the solicitation, executing the contract the offeror or Proposer represents that it has not retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract. If the offeror or Proposer cannot make such a representation, a full and complete explanation shall be submitted in writing with the offeror's response, to the Agency prior to contract execution.

#### V. REPRESENTATION REGARDING GRATUITIES

Offeror or Proposer represents that it has not, is not, and will not offer, give, or agree to give any employee or former employee of AccelerateMS a gratuity or offer of employment in connection with any approval, disapproval, recommendation, development, or any other action or decision related to the solicitation and resulting contract. Offeror or Proposer further represents that no employee or former employee of AccelerateMS has or is soliciting, demanding, accepting, or agreeing to accept a gratuity or offer of employment for the reasons previously stated; any such action by an employee or former employee in the future, if any, will be rejected by the offeror or Proposer. Offeror or Proposer further represents that it is in compliance with the Mississippi Ethics in Government laws, codified at Mississippi Code Annotated §§ 25-4-101 through 25-4-121, and has not solicited any employee or former employee to act in violation of said law.

#### W. CHANGE IN SCOPE OF WORK

AccelerateMS may order changes in the work consisting of additions, deletions, or other revisions within the general scope of the Agreement. No claims may be made by the Proposer that the scope of the project or of the Proposer's services has been changed, requiring changes to the amount of compensation to the Proposer or other adjustments to the Agreement, unless such changes or adjustments have been made by written amendment to the Agreement signed by AccelerateMS and the Proposer.

If the Proposer believes that any particular work is not within the scope of the project, is a material change, or will otherwise require more compensation to the Proposer, the Proposer must immediately notify AccelerateMS in writing of this belief. If AccelerateMS believes that the particular work is within the scope of the Agreement as written, the Proposer will be ordered to and shall continue with the work as changed and at the cost stated for the work within the Agreement.

#### X. PROPOSER PERSONNEL

AccelerateMS shall, throughout the life of the Agreement, have the right of reasonable rejection and approval of staff or subcontractors assigned to the work by the Proposer. If AccelerateMS reasonably rejects staff or subcontractors, the Proposer must provide replacement staff or subcontractors satisfactory to AccelerateMS in a timely manner and at no additional cost to AccelerateMS. The day-to-day supervision and control of the Proposer's employees and subcontractors is the sole responsibility of the Proposer.

#### Y. TRADE SECRETS, COMMERCIAL AND FINANCIAL INFORMATION

It is expressly understood that Mississippi law requires that the provisions of this Agreement which contain the commodities purchased or the personal or professional services provided, the price to be paid, and the term of the Agreement shall not be deemed to be a trade secret or confidential commercial or financial information and shall be available for examination, copying, or reproduction.

#### Z. TERMINATION UPON BANKRUPTCY

This Agreement may be terminated in whole or in part by AccelerateMS upon written notice to Proposer, if Proposer should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by Proposer of an assignment for the benefit of its creditors. In the event of such termination, Proposer shall be entitled to recover just and equitable compensation for satisfactory work performed under this Agreement, but in no case shall said compensation exceed the total Agreement price.

#### AA. NO LIMITATION OF LIABILITY

Nothing in this agreement shall be interpreted as excluding or limiting any liability of the Proposer for harm arising out of the Proposer's or its subcontractors' performance under this agreement.

#### BB. PROPERTY RIGHTS (for the contract)

Property rights do not inure to Proposer until such time as services have been provided under a legally executed contract. Proposer has no legitimate claim of entitlement to the provision of work hereunder and acknowledges that AccelerateMS may terminate this contract at any time for its own convenience.