REQUEST FOR PROPOSAL

Statewide Talent Attraction, Training Navigation, and Employment Placement Services

Background and Overview

The Mississippi Office of Workforce Development (AccelerateMS), supports an integrated statewide workforce development system that aligns resources with the needs of Mississippi employers and job seekers. This solicitation is issued under the Office's authority in Mississippi Code Annotated Section 37-153-7, as amended, including its authority to coordinate workforce programs, contract for shared programmatic efforts, and select tools, resources, online platforms, and similar systems through policies adopted by the Office.

Statutory and procurement framework. Mississippi Code Annotated Section 37-153-7, as amended by Senate Bill 2401 (2026 Regular Session), and Section 27-104-7 provide a time-limited, partial exemption through December 31, 2029, for specified Office agreements, including agreements for training and recruitment. AccelerateMS will conduct this procurement under its duly adopted policies and all other laws, rules, approvals, and funding conditions that remain applicable. Nothing in this RFP waives the Mississippi Public Records Act, applicable federal award terms, or other controlling authority.

AccelerateMS hereby solicits proposals from qualified firms, organizations, or teams capable of operating a statewide, talent pipeline that identifies prospective workers, attracts and screens them, navigates them into appropriate training, when necessary, case manages their progress, and connects qualified individuals directly to participating employers.

The selected Contractor will serve as the accountable operational partner for the participant journey from initial outreach through training completion, job placement, and early retention. The Contractor must use automation and integrated workflows to reduce repetitive staff activity, duplicated data entry, unnecessary applications, and avoidable handoffs while preserving appropriate human support for participants with complex needs or barriers.

The anticipated initial contract term is November 1, 2026 through September 30, 2027 with one(1) optional renewal period(s), contingent upon satisfactory performance, available funding, and all required State approvals.

AccelerateMS may amend or cancel this RFP, reject any or all proposals, request written clarifications, conduct discussions or demonstrations, and request best-and-final offers when permitted by the procurement method and the Office's adopted policies. Any such process will be documented and administered fairly among similarly situated respondents. Unless the RFP is amended before the proposal deadline, AccelerateMS anticipates making one statewide award. No obligation shall arise until a final contract is executed by all authorized parties, all required approvals are obtained, and sufficient funds are available.

Program Purpose

The purpose of this procurement is to establish a statewide managed service that increases the number of individuals who successfully move into priority-occupation employment while decreasing the amount of routine manual work required from AccelerateMS, employers, community colleges, training providers, Local Workforce Development Areas, and other partners.

Guiding Principles

- Employer demand must initiate and continuously inform the pipeline.
- One participant profile should support multiple appropriate training and employment opportunities without repeated intake or unnecessary applications.
- Job-ready individuals should move directly to employer consideration; near-ready individuals should receive the shortest appropriate intervention tied to a real job outcome.
- Automation should perform routine communications, reminders, scheduling, document collection, status updates, matching, and workflow routing whenever appropriate.
- Human case managers should focus on exceptions, barriers, judgment-intensive decisions, and participants who require higher-touch support.
- Public investment must be traceable from outreach source through training, placement, retention, and employer outcome.
- The State must retain ownership, access, and portability of its data and must not become dependent upon a proprietary system that cannot exchange information with designated State systems.

Scope of Work

AccelerateMS Will Provide

- Statewide program direction, priority occupations, target geographies, and approved performance definitions.
- Identification or approval of participating employers, training partners, public workforce partners, and designated technology environments.
- Access to available employer-demand, program, and participant information only to the extent authorized by applicable law, participant consent, data-use agreements, funding-source requirements, and State policy. The Contractor shall not assume access to any specific State or partner dataset unless that access is expressly stated in the final contract or an executed data-sharing agreement.
- Review and approval of public-facing branding, major campaign strategies, material workflow changes, and eligible expenditures.
- Ongoing performance oversight, partner coordination, and contract administration.

Contractor Responsibilities

The Contractor shall provide all personnel, management, workflow design, technology configuration, campaign execution, case-management capacity, reporting, quality assurance, and other resources necessary to perform the following functions.

Employer Demand Intake and Validation

- Establish a repeatable intake process for participating employers, occupations, locations, hiring volumes, wages, shifts, qualifications, timelines, and hiring standards.
- Confirm that positions are active, funded, and available before public funds are used to recruit or train candidates.
- Document employer commitments regarding interviews, candidate disposition data, and timely feedback.
- Translate employer demand into campaign targets, screening rules, training requirements, and placement goals approved by AccelerateMS.
- Refresh demand routinely and stop or redirect activity when positions are filled, delayed, changed, or withdrawn.

Targeted Marketing and Candidate Attraction

- Develop employer-, occupation-, geography-, and audience-specific recruitment strategies.
- Plan, purchase, manage, and optimize appropriate job boards, paid social, paid search, programmatic media, digital audio, streaming/CTV, community outreach, and niche channels.

- Use labor-market and performance data to identify likely job-ready, near-ready, relocation-capable, and training-eligible populations.
- Create State-approved, white-labeled campaign messaging, creative assets, landing experiences, and employer value propositions.
- Preserve source attribution from initial engagement through training and employment outcomes.
- Coordinate State-funded recruitment with employer investment so public dollars supplement rather than unnecessarily replace private spending.

Assessment, Segmentation, and Routing

- Assess occupational interest, baseline qualifications, skills, work history, availability, location, transportation, training readiness, and other State-approved factors.
- Categorize participants at minimum as job-ready, near-ready, training-ready, needs additional support, or not currently eligible, with documented routing logic.
- Match job-ready candidates promptly to appropriate openings and employers.
- Identify the shortest appropriate training or intervention for near-ready candidates based on employer requirements.
- Flag complex cases, conflicting information, or unresolved barriers for trained human review.

Training Navigation and Enrollment

- Maintain current information regarding AccelerateMS-approved programs, community-college offerings, registered apprenticeships, eligible providers, schedules, prerequisites, costs, financial supports, and expected employment outcomes.
- Match participants to training only when the training is aligned with validated employer demand and the participant's documented needs.
- Support enrollment, eligibility screening, and warm handoffs to approved providers.
- Confirm enrollment and establish participant-specific milestones and expected completion dates.
- Prevent duplicative enrollment, unsupported referrals, and training disconnected from a viable employment pathway.

Job Matching, Application, and Employer Handoff

- Match participants to active openings using qualifications, preferences, location, schedule, wage, training status, and other job-relevant criteria.
- Support participants in completing any employer-required application, assessment, interview, or documentation step.
- Provide employers with qualified candidate referrals in an agreed format and track employer review, interview, offer, acceptance, rejection, and hire decisions.
- Require and pursue timely employer disposition data; repeated failure to provide outcomes must be reported to AccelerateMS.
- Reroute qualified but non-selected candidates to other appropriate openings without restarting the entire intake process.

Placement, Retention, and Re-engagement

- Verify employment start date, occupation, employer, wage, hours, and other State-approved placement information.
- Conduct automated and, when appropriate, human follow-up at 30, 90, and 180 days or another schedule approved by AccelerateMS.

Partner and Provider Coordination

- Maintain operating protocols with participating employers, community colleges, approved training providers, Local Workforce Development Areas, and designated support organizations.
- Establish clear ownership, response times, escalation paths, and closed-loop referral expectations.

- Document repeated partner bottlenecks and recommend corrective action to AccelerateMS.

Program Management and Continuous Improvement

- Assign an executive sponsor, program director, operations lead, data/integration lead, campaign lead, and sufficient case-management capacity.
- Conduct routine pipeline reviews with AccelerateMS and use outcome data to reallocate effort and funding.
- Test and improve campaign messaging, intake conversion, routing logic, training matching, participant communications, and employer response processes.
- Maintain written standard operating procedures, quality-control processes, staff training, and business-continuity plans.

Required Outcomes, Metrics, and Service Levels

Respondents must propose baseline values, implementation-period targets, and steady-state targets. Final measures and service levels will be negotiated and incorporated into the contract. Activity counts alone will not constitute satisfactory performance.

Stage	Required Measures	Purpose
Employer demand	Active openings validated; employer response rate; openings with interview/disposition commitment	Demonstrate that pipeline activity begins with real hiring demand
Attraction	Qualified leads; cost per qualified lead; channel conversion; target-population reach	Measure efficient identification and attraction
Intake	Completed profiles; completion rate; abandonment; time to completion	Reduce friction and repeated data entry
Assessment	Job-ready and training-ready determinations; time to routing; override/error rate	Measure routing speed and quality
Training	Enrollment; persistence; completion; credential attainment; time to enrollment/completion	Measure movement through job-aligned preparation
Placement	Employer submissions; interviews; offers; hires; placement rate; time to hire	Measure employment outcomes
Retention	30-, 90-, and 180-day retention; verified wage and occupation	Measure durable outcomes
Efficiency	Automated actions; human interventions; staff hours per participant; cases per FTE; applications per hire	Measure reduction in manual workload
Equity and access	Outcomes by geography and State-approved participant characteristics	Identify service gaps without lowering outcome standards
Public ROI	Cost per qualified candidate, enrollee, completer, hire, and retained hire	Measure value of public investment

Respondents may recommend alternative standards with a clear explanation of the expected effect on cost, participant experience, and outcomes.

Service Delivery Tools, Data, Privacy, and Branding

Contractor Tools and Interoperability

- The Contractor's service-delivery tools must exchange required data with the State's designated workforce environment and other approved systems through APIs, secure file exchange, links, feeds, identity matching, or other approved methods. The State is not acquiring the Contractor's tools.

- The Contractor shall not require the State, employers, participants, or training partners to purchase or license a separate proprietary system.
- All operational data must be exportable in a commonly usable, machine-readable format without additional licensing or access fees.

Data Ownership and Use

- AccelerateMS shall own or retain all rights necessary to use, access, analyze, export, transfer, and retain program data and work product developed with State funds.
- The Contractor shall not sell, monetize, advertise against, or use participant or employer data for unrelated purposes.
- Data may be used only as authorized by contract, law, consent, and State policy.
- The Contractor must return or securely destroy State data at contract termination as directed by AccelerateMS while supporting an orderly transition.

Branding

All participant- and employer-facing experiences, communications, creative assets, portals, dashboards, and reports must be capable of presentation under AccelerateMS or other State-approved branding. Vendor branding shall not be required in the public experience.

Required Deliverables

- Final implementation plan, work breakdown, staffing plan, governance calendar, risk register, and dependency schedule.
- Employer intake and demand-validation process, participation agreement template, and disposition-data protocol.
- Participant journey map, segmentation logic, escalation standards, case-management procedures, and communication sequences.
- Approved training/provider inventory and job-alignment methodology.
- Campaign plans, creative assets, media plans, and transparent spend reports.
- Monthly performance reports, quarterly outcome reviews, and annual return-on-investment analysis.
- Manual workload baseline and quarterly efficiency report showing automated actions, human touches, staff hours, exceptions, and cost per outcome.
- Transition and exit plan sufficient to transfer data, workflows, documentation, creative assets, and operations without disruption.

Vendor Qualifications

- Demonstrated experience operating multi-employer recruitment, workforce, education-to-employment, or talent-pipeline programs at statewide or comparable scale.
- Documented results moving individuals through recruitment, training, placement, and retention—not solely generating leads or applications.
- Experience integrating with applicant tracking, CRM, case-management, learning, workforce, education, and reporting systems.
- Demonstrated automation capabilities that have reduced manual workload while maintaining participant service quality.
- Capacity to manage public funds, media spend, privacy obligations, data security, and performance-based contracts.

- Sufficient employer-engagement, training-navigation, case-management, analytics, implementation, and technical personnel.

Communications and Program Impact

The Contractor shall support statewide awareness, employer engagement, participant communication, and continuous improvement. The Contractor must periodically document verified participant, employer, training, and system-improvement outcomes. Public stories and materials require State approval and must comply with all privacy and consent requirements.

Reservation of Rights and Award Discretion

AccelerateMS is not required to make an award. Proposals will be evaluated only under the published minimum qualifications, evaluation factors, weights, and procedures stated in this RFP and any timely issued amendment. AccelerateMS may consider respondent responsibility, request clarifications, conduct demonstrations or discussions, and negotiate with the highest-ranked respondent or respondents only as permitted by the applicable procurement method and the Office's adopted policies.

The final contract will define acceptance criteria, cure periods, service credits or payment adjustments, withholding rights, termination rights, and any other remedies. AccelerateMS will not impose an unstated penalty. A material failure to meet contractual milestones, service levels, data requirements, participant protections, or outcome obligations may result in remedies stated in the final contract, including corrective action, payment withholding, scope reduction, termination for cause, or termination for convenience.

Scoring and Submission

Award will be made to the responsible respondent whose proposal receives the highest total score and is determined to provide best value under the published criteria, subject to successful negotiations, funding, and required approvals. Price is an evaluated factor. AccelerateMS may establish and publish minimum technical thresholds before proposals are due; any proposal failing a stated threshold may be removed from further consideration.

Evaluation Category	Weight	Evaluation Criteria
1. End-to-End Operating Model	20 points	Coherent, feasible ownership of the participant journey from validated demand through retained employment; minimal handoffs and clear accountability.
2. Demonstrated Outcomes	20 points	Verified training-completion, placement, retention, time-to-hire, and employer results from comparable work.
3. Manual Workload Reduction	15 points	Credible workflow, exception management, staffing efficiency, measurement approach, and participant safeguards.
4. Employer Demand and Engagement	15 points	Ability to validate demand, secure employer commitments, obtain disposition data, and convert hiring needs into pipeline activity.
5. Technology, Integration, Data and Security	10 points	Interoperability, data portability, privacy, security, accessibility, responsible automation, and transition readiness.

Evaluation Category	Weight	Evaluation Criteria
6. Performance Management	10 points	Full-funnel metrics, outcome verification, continuous improvement, and public ROI.
7. Statewide Capacity and Implementation	5 points	Qualified team, partner model, geographic scalability, risk management, and launch readiness.
8. Cost Effectiveness and Transparency	5 points	Reasonable, transparent pricing connected to deliverables and outcomes; clear separation of costs.

AccelerateMS may establish minimum technical thresholds, require demonstrations, and consider reference checks before opening or scoring pricing.

Proposal Submission Requirements

1. Cover letter signed by an authorized representative.
2. Executive summary explaining how the respondent will own the full participant lifecycle and reduce workload.
3. Technical response organized in the same order as this RFP.
4. Detailed implementation plan, timeline, staffing model, and partner structure.
5. Performance measurement plan including proposed baselines, targets, service levels, validation methods, and remedies.
6. Pricing response and budget narrative using the categories in this RFP.
7. Relevant case studies, references, responsibility information, required disclosures, and required State forms.

Procurement Schedule

Milestone	Date
RFP issued	November 3, 2026
Proposals due	November, 21 2026 by 5PM Central
Anticipated award	December 1, 2026

ACCELERATE MS

Required Narrative Responses

1. Operating Model

Describe the proposed end-to-end participant journey from employer demand validation through 180-day retention. Identify every major handoff, the responsible party, and how accountability remains with the respondent. Maximum 1,000 words.

2. Workload Reduction

Identify each routine activity that will be automated, the activities reserved for human judgment, escalation triggers, expected cases per FTE, and the method for measuring staff hours saved. Maximum 750 words.

3. Employer Model

Describe how employers will be recruited, qualified, onboarded, held accountable for timely feedback, and supported through hiring. Include proposed commitments and service levels. Maximum 750 words.

4. Candidate Attraction

Describe audience identification, channels, creative, media buying, source attribution, conversion optimization, and budget-reallocation methods. Maximum 750 words.

5. Assessment and Routing

Describe screening, segmentation, job matching, training matching, human review, and safeguards against inaccurate or discriminatory automated decisions. Maximum 750 words.

6. Training Navigation

Describe how the respondent will maintain current program information, verify job alignment, support enrollment, track milestones, coordinate funding referrals, and confirm completion. Maximum 750 words.

7. Placement and Retention

Describe employer submission, application support, disposition tracking, rerouting, placement verification, retention follow-up, and re-engagement. Maximum 750 words.

8. Technology and Integration

Describe architecture, configurable workflows, APIs, identity matching, data exchange, exports, reporting, mobile accessibility, security, privacy, and transition capabilities. Maximum 1,000 words.

9. Implementation

Provide a phased plan, timeline, milestones, dependencies, staffing, partner responsibilities, risk controls, and proposed pilot. Maximum 1,000 words plus schedule.

10. Performance

Provide proposed baselines, first-year targets, steady-state targets, service levels, validation methods, and performance remedies. Maximum 750 words plus metric table.

11. Experience

Provide at least two comparable case studies showing verified recruitment, training, placement, retention, efficiency, and cost results. Maximum 500 words per case study.

Budget and Pricing Response

Respondents shall separately identify fixed implementation costs, recurring service fees, variable participant or outcome fees, media spend, integration costs, travel, subcontractor costs, optional services, and all pass-through expenses. All prices must include every cost necessary to perform the proposed scope unless expressly identified as an optional service. Pricing shall not obscure media spend, include undisclosed markups, or condition data export or transition assistance on an unpriced future fee. For evaluation, the State will calculate total evaluated cost using the volume and pricing assumptions stated in the final issued RFP.

Cost Category	Basis / Unit	Year 1	Renewal Year	Narrative / Assumptions
Implementation and configuration				
Program management				
Recruitment marketing services				
Media spend / pass-through				
Case management and navigation				
Placement and retention services				
Travel and other direct costs				
Optional services				
Total not-to-exceed				

Respondents are encouraged to propose a performance-based component tied to verified training completion, placement, retention, workload reduction, or other approved outcomes. Any outcome payment must include a clear definition, verification method, exclusions, and protection against duplicative payment.

Exhibit A
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 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 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 at no time be 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 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 commodities 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 should 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 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 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.