

ADVERTISEMENT FOR BIDS

SIMPSON COUNTY SCHOOL DISTRICT BOARD OF EDUCATION

Notice is hereby given that the **SIMPSON COUNTY SCHOOL DISTRICT, SIMPSON COUNTY, MISSISSIPPI**, will receive **BIDS via Reverse Auction** for the purchase of the following:

- **Universal Screener for K-8, MS College and Career Standards Assessments for Reading and Math, Professional Development to Support Product**
- **Instructional Support Materials for Mathematics for Grades K-8**
- **Instructional Support Materials for Reading Comprehension**

Bids will be received by an Electronic Reverse Auction Process administered by the Simpson County School District. Bids will run concurrently on January 11, 2021, at 10:00 AM CST at which time bidding will begin and run until Suppliers have completed entering all bids. Thereafter, bids will be taken under advisement.

Official bid documents can be downloaded from Central Bidding at www.centralbidding.com. Electronic bids and/or reverse auction bids can be submitted at www.centralbidding.com. For any questions relating to the electronic bidding process, please call Central Bidding at 225-810-4814. Please include full contact information, including company name, email address, telephone numbers, and contact person in your email request. Email requests will be filled within 24 hours of submission or registration.

Proposals must be submitted for this bid event, and are due no later than January 7, 2021, at 4:00 PM local time in order to be considered for this bidding opportunity. Proposals shall not include pricing. Pricing shall only be taken online through the bidding process on bid day. Questions regarding proposals and completed proposals should be delivered to:

Debbie Davis
Director, Curriculum and Instruction
111 Education Lane
Mendenhall, MS 39114
Simpson County School District

DO NOT INCLUDE PRICING INFORMATION WITH YOUR PROPOSAL. BIDS WILL ONLY BE TAKEN ONLINE AT THE APPOINTED TIME AND DATE.

No bid shall be withdrawn after the scheduled date and time of the beginning of the bidding event without the written consent of the Simpson County School District. Within the limitations of Mississippi State Purchasing Law, the Simpson County School District reserves the right to reject any or all bids received for each product, to waive any informalities or irregularities in the bids received, or to accept any bid which is deemed most favorable to the Simpson County School District.

Simpson County Board of Education reserves the right to utilize "anti-sniping" for reverse auctions. Anti-sniping is a tool that automatically extends the bid time for a reverse auction by five (5) minutes if a vendor places a bid in the final five (5) minutes of the reverse auction. The anti-sniping effect will auto-extend the reverse auction bid time any time a bid is placed in the last five (5) minutes of the reverse auction and can auto-extend the reverse auction multiple times until the bidding on the reverse auction ends.

Advertise December 17, 2020
Advertise December 24, 2020
RFP Response by January 7, 2021
Bid Day January 11, 2021

Debbie Davis, Deputy Superintendent Curriculum and Instruction

REQUEST FOR PROPOSALS

REVERSE AUCTION EVENT

HOSTED BY SIMPSON COUNTY SCHOOL DISTRICT

1. Universal Screener for K-8, MS College and Career Standards, On-line Instruction to Maximize Growth, Assessments to Measure Mastery of Reading and Math Standards, 2. Mathematics Instructional Support Materials 3. Reading Instructional Support Materials

Simpson County School District

Attn: Joanna Maddox, Purchasing Agent

111 Education Lane

Mendenhall, MS 39111 Contact:

Joanna Maddox

jmaddox@simpson.k12.ms.us

Phone: 601-847-8000

Fax: 601-847-8001

Written Proposal Due Date:

January 7, 2021 4:00 PM CST

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PROPOSAL TRANSMITTAL FORM

1. Universal Screener for K-8, MS College and Career Standards, On-line Instruction to Maximize Growth, Assessments to Measure Mastery of Reading and Math Standards, 2. Mathematics Instructional Support Materials 3. Reading Instructional Support Materials

Name of Offeror:

Contact Person:

Title:

Location of Offeror's Principal Place of Business:

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

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

Mailing Address:

By my signature below, I hereby represent that I am authorized to and do bind the offeror to the provisions of the attached proposal. The undersigned offers and agrees to perform the specified personal and professional services in accordance with provisions set forth in the Request for Proposals (RFP). Furthermore, the undersigned fully understands and assures compliance with the Conditions of Solicitation and Standard Terms and Conditions contained in the RFP. The undersigned is fully aware of the evaluation criteria to be utilized in awarding the contract.

Authorized Signature

Date

Written Proposal Due Date: January 7, 2021, 4:00 PM CST

Simpson County School District, Attn: Joanna Maddox

1. Universal Screener for K-8, MS College and Career Standards, On-line Instruction to Maximize Growth, Assessments to Measure Mastery of Reading and Math Standards; 2. Mathematics Instructional Support Materials; 3. Reading Instructional Support Materials See page number [12] for delivery addresses

REQUEST FOR PROPOSALS – SIMPSON COUNTY SCHOOL DISTRICT

1. Universal Screener for K-8, MS College and Career Standards, On-line Instruction to Maximize Growth, Assessments to Measure Mastery of Reading and Math Standards; 2. Mathematics Instructional Support Materials; 3. Reading Instructional Support Materials

The Simpson County School District is soliciting competitive written proposals from potential service providers to provide a platform for the implementation of the program(s) to ensure that children in high poverty schools meet challenging MS College and Career Ready content and student achievement standards, with specific emphasis on students performing below grade level. The District is requesting proposals from qualified vendors to provide 1. A Universal Screener for grades K-8 (vendors must be on the MS Department of Education's approved list of vendors for the K-3 screeners), online instruction to maximize growth, and assessments to measure mastery of MS ELA and Math standards. 2. Mathematics Instructional Support Materials for elementary and middle school students. Such programs should address the needs of students who struggle in mathematics, and 3. Reading Instructional Support Materials for Grades 2-8. The goals of these requests are to improve the academic achievement of all students, with emphasis on struggling learners, and to improve standardized test scores in language arts and mathematics.

Product 1: Universal Screener and Online Instruction: The Universal Screener must be able to identify the strengths and weaknesses in each of the following areas of reading: Phonemic Awareness, Phonics, High-Frequency Words, Vocabulary, and Comprehension of fiction and informational texts. The screener must also provide data in the math domains of Number and Operations, Algebra and Algebraic Thinking, Measurement and Data, and Geometry. The program should provide reports to teachers/administrators and parents regarding the results of the screener which should be administered three times per year. Reports should be available to determine growth and progress at the district, school, class, and individual student levels. It should have the capability to provide data reports for specific demographic groups. Results from the screener should provide reliable predictions of student performance on MS State Assessments (MAAP). The program should also have assessments to determine Oral Reading Fluency in grades 1-3. Also, there should be an online component that provides individual instruction in reading and math based on the instructional levels of each student in each of the domains. The instructional component should be web-based (hosted by the vendor) and must have the capacity to individualize reading and mathematics instruction. The Program must reach each student at his/her instructional level, lessons must be aligned to state standards, engage students, and increase student independence. The program must have explicit instruction in phonemic

awareness, phonics, high-frequency words, vocabulary, reading comprehension-informational, and literature. Both fiction and non-fiction literature must be included as resources for students and teachers. The program must have explicit instruction in mathematics that builds student fluency by developing, practicing, and applying new skills to solve problems in multiple representations. It must contain lessons in Numbers and Operations, Algebra and Algebraic Thinking, Measurement and Data, and Geometry.

Programs must also include assessment instruments and reporting features for administrators, teachers, and students allowing progress to be monitored in each area. Student achievement must be tracked by the computer and reported frequently to teachers in a variety of formats. The software should self-adjust based on the needs of the students as they progress or encounter challenges in their work throughout the program. The program should also provide interim growth monitoring. The program must offer access to students with disabilities, English language learners, and all other at-risk students, thereby enabling school and district staff to develop the capacity for the district and school reporting, using a variety of filters.

The program must be capable of providing assessments to determine student mastery of grade-level Mississippi College and Career Ready Standards. These assessments should be available for teachers to administer after they teach the standard in their core curriculum.

The program must also include high-quality staff development provided by the vendor in the areas of classroom set-up and installation, teacher training, leadership training for administrators and district-level staff, not to exceed \$20,000.

The vendor must provide support through a contact person(s) designated to meet the needs of the District as they arise.

Mandatory Program Requirements:

Bidders should respond point-by-point with a narrative explanation for all mandatory program requirements. At a minimum, the solution must meet the following requirements:

Overall Solution

1. Specifically developed to meet the rigor and demands of the Common Core State Standards in reading and mathematics.
2. Online assessment for students in grades K-8 (with items at grades 9-12 to assess students performing above grade level), with online instruction for

students performing at grade levels K-8, plus downloadable lesson plans to guide teacher led instruction with small or large groups.

3. Online reports should prescribe a comprehensive plan of instruction or intervention (as appropriate) for each student, based on individual results on the diagnostic assessment. These reports should include detailed next steps for instruction, recommend point-of-use lesson plans for teacher-led instruction, and automatically queue online instructional modules.
4. Must be a vendor-hosted, Software-as-a-Service application that does not require local installation or maintenance. All program maintenance, updates, and upgrades must be included at no additional cost for the license term.

Online Adaptive Diagnostic Assessment and Monthly Growth Monitoring

5. Must include a computer-adaptive diagnostic assessment in reading and mathematics that pinpoints strengths and needs to the sub-skill level for students in grades K-8
6. The software must provide a pre-assessment/diagnostic to place the student in the correct level of the program, and a post-assessment to show how a student progresses through the program and shows growth.
7. Assessment items must be rigorously field-tested and proven valid and reliable.
8. The adaptive assessment must include technology-enhanced items.
9. The diagnostic assessment must offer a range of administration times, may be broken into multiple sessions, be untimed, and be designed for administration three times per year.
10. The diagnostic assessment must quantitatively measure student performance across a common, vertically aligned scaled score spectrum that is independent of student grade level.
11. The solution must provide computer-adaptive growth monitoring assessments for students in grades K-8. These interim assessments should be administered monthly and come from the same item bank as the diagnostic for comparability.

Real-time Reports

12. Reports must be available online and in real-time at the individual, class, grade, school, and district levels. At a minimum, the solution must include individual student reports, a report that groups students with like needs for effective remediation, a report showing student response to the instruction, and district level reports used to monitor student growth.
13. At a minimum, reports should provide normed data, a Lexile® score, and a Quantile® score for each student in grades K–8.
14. The program must offer the ability to create custom reports to track the progress of student sub-groups.

Automated Online Instruction and Intervention for Students Performing Below Grade Level

15. The solution must include interactive, differentiated online instruction in reading and mathematics.
16. Reading instruction must support foundational skill-building, emphasize complex text and use of authentic literature, and include interdisciplinary passages that feature academic vocabulary.
17. Math instruction must focus on conceptual math understanding and procedural fluency, must embed support for the Common Core's Standards of Mathematical Practice and must include animated instruction that involves word problems, problem-solving, and key mathematical topics.
18. Instruction must be effective with a wide range of students. It must provide immediate corrective feedback and remediation for students struggling with specific concepts; built-in supports for English language learners, students with disabilities, and other students with special needs or considerations; and the ability to challenge high ability students.
19. Must be targeted to build individual learner's skills and include high-interest instructional materials that focus on building reading/math fluency while scaffolding conceptual understanding. It should embed implicit and explicit motivational strategies to foster and maintain student engagement.
20. Must provide the ability for teachers/administrators to manipulate the sequence of instruction or to add lessons.
21. Instruction should include embedded progress monitoring via a graded quiz at the end of every online instructional module. Results from these quizzes must be reported out to track student response to instruction.

Downloadable, Point-of-Use Teacher Resources for Grade Levels K-2

22. Must provide step-by-step guidance and supports for teacher-led instruction with individuals, small groups, and large groups. A downloadable library of lesson plans and/or other resources should be available to help teachers differentiate instruction for students based on their assessment results.

Technology and Support

23. The vendor must have signed and complied with the Student Privacy Pledge.
24. The solution must provide a fully integrated assessment, instruction, and reporting platform.
25. The program platform/interface must provide multi-level security and permissions for system administrators, teaching staff, and students.

26. The vendor must assure that account set-up and data management will not represent a burden to administrators/staff.
27. The vendor must provide unlimited customer service and technology support at no additional cost.
28. The vendor must provide a dedicated account manager at no additional cost.

Products and services described in the RFP shall be provided to the Simpson County School District during the 2020-2021, 2021-2022, and 2022-2023 school years. The Simpson County School District has the option to renew each year.

Product 2: Supplemental Instructional Materials for Math in Grades K-8: The Instructional Materials must meet expectations for alignment to the CCSSM. The vendor must provide opportunities for all students to meet the State's proficient and advanced levels of student academic achievement, particularly in the areas of mathematics. They must provide effective methods and instructional practices that are the foundation of a research-based, intensive intervention program(s), significantly increasing the achievement of struggling students in elementary and middle school grades. Additionally, they must address the needs of all students in the school; particularly the needs of low-achieving students and those at risk of not meeting academic standards, address the achievement gap between high- and low-performing students especially the achievement gaps between minority and nonminority students, special needs students and non-special needs students, and disadvantaged children and their more advantaged peers, and assist all students to meet the rigorous MS College and Career Ready Standards in Mathematics. The materials must have an instructional design that allows students to take ownership of their learning. Also, materials should provide rigorous practice opportunities that build students' conceptual understanding and procedural fluency.

Instructional components to be covered by the program include:

- Numeracy
- Number sense
- Problems solving
- Number facts
- Place Value, number lines, measurement
- Algebra and Algebraic thinking
- Patterns, Data, geometry
- Large and small group instruction
- Teacher materials and guides

Products and services described in the RFP shall be provided to the Simpson County School District during the 2020-2021, 2021-2022, and 2022-2023 school years. The Simpson County School District has the option to renew each year.

Product 3: Supplemental Instructional Resources for Reading in Grades 2-8:

Instructional supplemental materials for reading should provide rigorous yet supportive content that engages students in mastering the MCCRS for reading in the area of comprehension. They must provide effective methods and instructional practices that are the foundation of research-based strategies, significantly increasing the achievement of struggling students in elementary and middle school grades. Additionally, they must address the needs of all students in the school; particularly the needs of low-achieving students and those at risk of not meeting academic standards, address the achievement gap between high- and low-performing students especially the achievement gaps between minority and nonminority students, special needs students and non-special needs students, and disadvantaged children and their more advantaged peers, and assist all students to meet the rigorous MS College and Career Ready Standards in Mathematics.

Requirements of Materials:

- Specific lessons designed to teach each of the Reading Literature and Reading Informational standards.
- Materials must contain authentic texts
- Materials must include a variety of genres to include literature, poetry, blogs, news articles, reports, informational texts
- Provides a balance of on-grade level and differentiated instruction
- Connects instruction to the MCCRS for English Language Arts across K-8 for a coherent path within and across grade levels
- Develops skills and strategies for reading comprehension
- Provides close reading strategies
- Provides teacher guides that give teachers valuable guidance in presenting the lessons as well as tips to help them strengthen their practice

Products and services described in the RFP shall be provided to the Simpson County School District during the 2020-2021, 2021-2022, and 2022-2023 school years. The Simpson County School District has the option to renew each year.

Following the submission of proposals by vendors, the Simpson County School District shall evaluate responses to determine the eligibility of all vendors who have submitted proposals. Vendors who are approved shall be notified by the Simpson County School District within 24 hours before the bid day.

Student Enrollment information and Teacher Units are provided in Attachment C.

New Student Enrollment Information and Teacher Units will be provided to the vendor for 2022-2023 and 2023-2024.

Services through this proposal will be funded by District funds and Federal funds.

A. REQUEST FOR INFORMATION

Questions concerning the RFP should be sent to:

Debbie Davis **ddavis@simpson.k12.ms.us**

The deadline for submitting written questions by email by December 28, 2020, at 4:00 PM. Emailed questions shall be directed to Debbie Davis at

ddavis@simpson.k12.ms.us. All responses to written questions and changes to specification requirements will be communicated via e-mail to all bidders.

All questions, comments, and requests for clarifications must be in writing.

Only written response to written communication shall be considered official and binding upon SCSD. SCSD reserves the right, as its sole discretion, to determine appropriate and adequate responses to the written comments, questions, and requests for clarification.

A list of questions, if any, will be compiled and the responses will be sent to all bidders with email addresses on file.

B. DUE DATES FOR PROPOSAL

One (1) **original** proposal and four (4) copies must be received by 4:00 PM Central Time (CST) on January 7, 2021, at the following address based upon the delivery method used:

Proposals shall be delivered (whether by hand or by shipping or mail) to:

Joanna Maddox

Simpson County School District

111 Education Lane

Mendenhall, MS 39114

C. RESPONSIBILITY OF THE OFFEROR

- Ensure that the competitive proposals are delivered by the deadline and assume all risks of delivery.

- Upon receipt, the sealed proposals will be stamped and dated.
- Proposals and modifications received at 111 Education Lane, Mendenhall, MS 39114 after the time designated in the RFP will be considered **late** and will not be accepted or considered for award.
- Incomplete proposals will not be evaluated and will not be returned for revisions. No late, faxed, or emailed copies will be accepted.
- Proposals that do not include the required number of copies will not be evaluated.
- The proposal transmittal form must be signed by an authorized official to bind the offeror to the proposed provisions.

D. SCOPE OF WORK AND RESPONSIBILITIES

The SCSD is seeking proposals for **1. Universal Screener for K-8, MS College and Career Standards, On-line Instruction to Maximize Growth, Assessments to Measure Mastery of Reading and Math Standards; 2. Mathematics Instructional Support Materials; 3. Reading Instructional Support Materials**

SCSD serves approximately 3200 students in grades K-12. The district consists of one elementary school with grades K-4, one elementary with grades K-5, one middle school with grades 5 – 8, one middle school with grades 6-8, two high schools with grades 9 – 12, and one school with grades K-8.

SCSD uses a variety of curricular materials and strategies to enhance its instructional program. SCSD is committed to preparing all students for higher education and success in the 21st century.

E. TIME FRAME

The contract will become effective on the date it is signed by all parties and will end no later than June 30, 2023. A contract will be awarded to the vendor whose proposal is determined to be the most advantageous to the District, taking into consideration the price and the evaluation factors outlined in the RFP. The Simpson County School District may accept bids for Products 1-3 or each product based on the needs of the district and available funding.

F. TYPE OF CONTRACT

It is anticipated that this contract will be a fixed price contract per day and including goods and services. Payment will be made upon completion of tasks identified within

the proposal. This is a three-year contract that includes the option to renew each product in the second year and third year.

G. CONTRACTOR REQUIREMENTS

Approved supplemental educational services providers are required to do the following:

- Ensure that the professional development / consultative services provided and the content used by the provider are consistent with those of the school district and State and are aligned with the Mississippi College and Career Ready Standards in English Language Arts and Math.

Agreement with the district that includes:

- Statement of specific goals.
- Description of how the progress will be measured.
- Timetable for implementing services.
- Initiation date, frequency, and duration of services to be provided.
- Payment provisions based on services provided.
- Assurance from the provider that the identity of any student eligible for, or receiving supplemental educational services will not be disclosed without the written permission of the parents / legal guardians of the student.
- Description of the services to be provided.
- Qualifications of staff responsible for the delivery of the services.
- Written reports to the superintendent, building level administrator, and specified district-level administrators following each day of service.
- Quarterly, on-site briefings with the superintendent and appropriate district-level personnel.

No proposal submitted in response to this RFP shall contain any provision, condition or other languages whereby the proposer seeks to:

1. Waive or disclaim any warranty, whether expressed or implied, required of the proposer;
2. Limit its liability as to amount, type, or kind of damages;
3. Seek indemnification of any kind from the School District;
4. Seek to require the School District to enter into binding arbitration in the settlement of disputes or to fix jurisdiction and venue of any litigation arising out of this matter at any other than the courts of Simpson County, Mississippi, or the proper federal courts of Mississippi in appropriate cases;
5. Seek to have this matter and any contracts arising therefrom governed by any other than the laws of the state of Mississippi;
6. Provide for a shorter statute of limitations than that determined by the general law of the state of Mississippi, or provide for the waiver by the School District of trial by jury or any other right, whether substantive or procedural, belonging to it.

The vendor must submit a sample contract and Terms of Use (if applicable) with their RFP proposal submission.

H. FORMAT AND PROCEDURE FOR DELIVERY OF PROPOSAL

The proposal will consist of seven parts: Part I – Proposal Transmittal Form; Part II – Vendor Profile; Part III – Proposed Plan; Part IV – Budget (attachment D); Part V – Standard Terms and Conditions; Part VI – Prospective Contractor's Representation Regarding Contingent Fees Form and Part VII – Proprietary Information Form

- **Part I** is the Proposal Transmittal Form, which shall serve as the cover page of the offeror's proposal. The offeror shall complete the form and attach to the proposal in response to the RFP.
- **Part II** is the Vendor Profile, which shall provide satisfactory evidence of the vendor's capability to manage and coordinate the types of activities and to provide the services described in this RFP promptly. Special attention should be given to the qualifications listed in the Qualifications section of this RFP. A discussion shall include a description of the vendor's background and relevant experience as related to the described activities. A description and details of the relevant experience shall be included. A minimum of two (2) references and resumes of all personnel to be assigned to the project shall be provided. Samples of previous work may be included.
- **Part III** is the Proposed Plan Proposal that shall provide a detailed plan describing how the products and the services will meet the requirements of the RFP. The description shall encompass the requirements of Part I and Part II of this RFP. The proposal must detail the number of staff proposed, include a detailed plan of how each will be included in the process, and provide documentation of each staff member's expertise in the content area assigned. The proposal shall include a detailed timeline of services that is prepared and organized clearly and concisely and is easily understandable. The proposal shall address the tasks to be accomplished, processes to be undertaken to accomplish those tasks, and a proposed timeline for completion. Examples of materials that demonstrate the quality of work completed by the vendor on similar projects should be included. The offeror must designate those portions of the proposals which contain trade secrets or other proprietary data that may remain confidential per Sections 25-61-9 and 79-23-1 of the Mississippi Code.
- **Part IV** is the Budget section lists the quantities needed to meet all requirements of this RFP. Do not send prices in the Budget section of the RFP. On Bid Day, the submitted bid must reflect prices for each of the three years that include: **1. Universal Screener for K-8, MS College and Career Standards, On-line Instruction to Maximize Growth, Assessments to Measure Mastery of Reading and Math Standards including Professional Development; 2. Mathematics Instructional Support Materials for Grades K-8; 3. Reading Instructional Support Materials for grades 2-8.**
For the Reverse Auction, vendors must submit a bid that includes all costs for services, expenses, and products specified in the RFP. The budget is a

maximum cost per year. The SCSD will not pay any costs above this amount. Indirect costs will not be allowed. The budget should include all costs associated with the project. A unit price shall be given for each service and such unit price for each year. The budget chart (Appendix D) is listed for your use in calculating your bid. (Normally, the vendors submit an all-encompassing daily rate for the services to be rendered.) **Do not send the budget or any prices with the proposal.**

- **Part V** is the Standard Terms and Conditions section where the Vendor shall indicate agreement with the terms and conditions as set forth on page number [21-28] of the RFP. If the Vendor objects to any of the terms and conditions, the Vendor shall so state and shall indicate any revisions desired by the Vendor. Please note that any revisions may be considered adequate cause for rejection of the proposal.
- **Part VI** is the Prospective Contractor's Representation Regarding Contingent Fees Form which must be completed and attached to the proposal in response to the RFP.
- **Part VII** is the Proprietary Information Form which must be completed and attached to the proposal in response to the RFP.

I. ACCEPTANCE OF PROPOSALS

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

J. REJECTION OF PROPOSALS

Any proposal shall be rejected in whole or in part when it is determined to be in the best interest of the SCSD. Reasons for rejecting a proposal include, but are not limited to:

1. The proposal contains unauthorized amendments to the requirements of the RFP.
2. The proposal is conditional.
3. The proposal is incomplete or contains irregularities, which make the proposal indefinite or ambiguous.
4. The proposal is not signed by an authorized representative of the party.
5. The proposal contains false or misleading statements or references.
6. The offeror is determined to be non-responsive.

7. The products or service item offered in the proposal is unacceptable because it failed to meet the requirements of the specifications or permissible alternates or other acceptable criteria outlined in the RFP.
8. The required number of proposals was not submitted.
9. The needs of the district change or funds are not available

EXCEPTIONS:

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

K. DISPOSITION OF PROPOSALS

All submitted proposals become the property of SCSD and will not be returned to the offeror.

L. CONDITIONS OF SOLICITATION

The release of the RFP does not constitute an acceptance of any offer, nor does such release in any way obligate the SCSD to execute a contract with any other party.

The offeror shall assure compliance with the following conditions of solicitation:

1. Any proposal submitted in response to the RFP shall be in writing.
2. The SCSD will not be liable for any costs associated with the preparation of proposals or negotiations of the contract incurred by any party.
3. The award of a contract for any proposal is contingent upon the following:
 - Favorable evaluation of the proposal,
 - Approval of the proposal by the SCSD
 - Successful negotiation of any changes to the proposal as required by SCSD
4. Likewise, the SCSD also reserves the right to accept any proposal as submitted for a contract award, without substantive negotiation of offered terms, services, or prices. Therefore, all parties are advised to propose their most favorable terms initially. Discussions may be conducted with offerors who submit proposals determined to be reasonably susceptible of being selected for the award for clarification to assure full understanding of, and responsiveness to, the solicitation requirements, but proposals may be accepted without such discussions.
5. Any proposal received after the time and date set for receipt of proposals is late. Any withdrawal or modification of a proposal received after the time and date set for

receipt of proposals at the place designated for receipt is late. No late proposal, late modification, or late withdrawal will be considered.

6. 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 Simpson County School District by the time and at the place specified for receipt of bids.
7. The bidder certifies that the prices submitted in response to the solicitation have been arrived at independently and without – to restrict competition – any consultation, communication, or agreement with any other bidder or competitor relating to those prices, the intention to submit a bid, or the methods or factors used to calculate the bid prices.

8. Minimum Planned Days of Services

For each contract year, the awarded contractor shall provide training for teachers and administrators for successful implementation. Training costs cannot exceed \$20,000.

9. SCSD reserves the right to cancel the contract, at any time, with ten days prior written notice. The contract awarded under this Request for Proposal (RFP) is contingent on the availability of funds to SCSD for this project. In the event funds are not available, any contract resulting from this RFP will become void immediately. The SCSD reserves to cancel any portion of the bid if the district no longer needs a product.
10. Contract Agreement – The successful contractor(s) may be required to enter into an Agreement with SCSD Superintendent of Education for the completion of this project. Where no formal contract is required, the specifications of this proposal and the purchase order issued to the contractor will serve as the contract, with all terms of this proposal presumed to be integrated into the purchase order. Any contract approved must include meeting all requirements submitted as part of the proposal.
11. The SCSD will be responsible for:
 - a. Providing a contact person to work with the successful contractor(s) to ensure quality control,
 - b. Provide and approve time frames, work plans supported by approved purchase orders, and
 - c. Provide available information to assist the contractor(s) in developing the appropriate strategy to help the students and instructors of SCSD.

M. QUALIFICATIONS

The offeror shall provide the following minimum information:

- The name of the offeror, the location of the offeror's principal place of business and, if different, the place of performance of the proposed contract;
- The age of the offeror's business and average number of employees over the past three years, as specified in the Request for Proposal;
- The abilities, qualifications, and experience of all persons who would be assigned to provide the required services;
- A listing of other contracts under which services similar in scope, size, or discipline to the required services were performed or undertaken within the past three years, as specified in the Request for Proposal; and,
- A plan giving as much detail as is practical explaining how the services will be performed.
- Completed budget in Attachment D

Consultant Capabilities/Specifications

At a minimum, the consulting firm should have a record of experience in:

- a. Working with other school districts in Mississippi to implement and to provide a universal screener for grades K-8, assessments to measure mastery of standards, and Instructional support materials for mathematics and reading.
- b. Carrying out projects on approved schedule, and
- c. Consultants should have documented expertise in the area of their work's focus.

Minimum Qualification Standards as set by Simpson County School District

- a. Five years of classroom experience in specified areas.
- b. Consultant holds B.S. Degree and is highly qualified in the content area.
- c. The consultant is technological literate.
- d. The consultant can demonstrate the needed expertise and knowledge in subject areas.
- e. The consultant must demonstrate lesson planning skills.
- f. Track record of improvement in student achievement.
- g. Resume(s) included

N. CRITERIA FOR EVALUATION OF PROPOSALS

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

Proposals submitted by the specified time and containing the seven parts described in the Format and Procedure for Delivery of Proposal section shall be evaluated by an Evaluation Committee selected by the SCSD. The specific criteria that will be used in evaluating the merits of the proposals are listed below. The criteria are weighted to yield a total of 200 points for Product 1, 100 points for Product 2, and 100 points for Product 3. Maximum points for each criterion are as follows:

Product 1: Universal Screener and Professional Development	Maximum Points
1. Specifically developed to meet the rigor and demands of the Common Core State Standards in reading and mathematics.	15
2. Online assessment for students in grades K-8 (with items at grades 9-12 to assess students performing above grade level), with online instruction for students performing at grade levels K-8, plus downloadable lesson plans to guide teacher-led instruction with small or large groups.	15
3. Online reports should prescribe a comprehensive plan of instruction or intervention (as appropriate) for each student, based on individual results on the diagnostic assessment. These reports should include detailed next steps for instruction, recommend point-of-use lesson plans for teacher-led instruction, and automatically queue online instructional modules.	15
4. Must be a vendor-hosted, Software-as-a-Service application that does not require local installation or maintenance. All program maintenance, updates, and upgrades must be included at no additional cost for the license term.	10
5. Must include a computer-adaptive diagnostic assessment in reading and mathematics that pinpoints strengths and needs to the sub-skill level for students in grades K-8.	10
6. Software must provide a pre-assessment/diagnostic to place the student in the correct level of the program, and a post-assessment to show how a student progresses through the program and shows growth.	10
7. Assessment items must be rigorously field-tested and proven valid and reliable.	10
8. The adaptive assessment must include technology-enhanced items.	5
9. The diagnostic assessment must offer a range of administration times, may be broken into multiple sessions,	5

be untimed, and be designed for administration three times per year.	
10.The diagnostic assessment must quantitatively measure student performance across a common, vertically aligned scaled score spectrum that is independent of student grade level.	5
11.The solution must provide computer-adaptive growth monitoring assessments for students in grades K-8. These interim assessments should be administered monthly and come from the same item bank as the diagnostic for comparability.	5
12. Reports must be available online and in real-time at the individual, class, grade, school, and district levels. At a minimum, the solution must include individual student reports, a report that groups students with like needs for effective remediation, a report showing student response to the instruction, and district level reports used to monitor student growth.	5
13.At a minimum, reports should provide normed data, a Lexile® score, and a Quantile® score for each student in grades K–8.	5
14.Program must offer the ability to create custom reports to track the progress of student sub-groups.	5
15.The solution must include interactive, differentiated online instruction in reading and mathematics.	5
16. Reading instruction must support foundational skill-building, emphasize complex text and use of authentic literature, and include interdisciplinary passages that feature academic vocabulary.	5
17.Math instruction must focus on conceptual math understanding and procedural fluency must embed support for the Common Core’s Standards of Mathematical Practice and must include animated instruction that involves word problems, problem-solving, and key mathematical topics.	5
18.Instruction must be effective with a wide range of students. It must provide immediate corrective feedback and remediation for students struggling with specific concepts; built-in supports for English language learners, students with disabilities, and other students with special needs or considerations; and the ability to challenge high ability students.	5

19. Must be targeted to build individual learner's skills and include high-interest instructional materials that focus on building reading/math fluency while scaffolding conceptual understanding. It should embed implicit and explicit motivational strategies to foster and maintain student engagement.	5
20. Must provide the ability for teachers/administrators to manipulate the sequence of instruction or to add lessons.	5
21. Instruction should include embedded progress monitoring via a graded quiz at the end of every online instructional module. Results from these quizzes must be reported out to track student response to instruction.	5
22. Must provide step-by-step guidance and supports for teacher-led instruction with individuals, small groups, and large groups. A downloadable library of lesson plans and/or other resources should be available to help teachers differentiate instruction for students based on their assessment results.	5
23. The vendor must have signed and complied with the Student Privacy Pledge.	5
24. The solution must provide a fully integrated assessment, instruction, and reporting platform.	5
25. The program platform/interface must provide multi-level security and permissions for system administrators, teaching staff, and students.	5
26. The vendor must assure that account set-up and data management will not represent a burden to administrators/staff.	5
27. The vendor must provide unlimited customer service and technology support at no additional cost.	5
28. The vendor must provide a dedicated account manager at no additional cost.	5
29. Proven history of delivery of service and qualifications of personnel. Capacity to provide onsite training and professional development for key staff.	5
30. Compliance with federal, state, and local laws and policies	5

Product 2: Instructional Support Materials for Math in Grades K-8	Maximum Points 100
1. Specific lessons designed to teach each of the Mississippi College and Career Readiness standards for math	10

2. Provides a balance of on-grade level and differentiated instruction	10
3. Connects instruction specific to the MCCRS for math across K-8 for a coherent path within and across grade levels	10
4. Develops skills and uses multiple strategies for developing conceptual understanding	10
5. Cost-effective	05
6. Provides teacher guides that give teachers valuable guidance in presenting the lessons as well as tips to help them strengthen their practice	10
7. Evidence-based results	10
8. Compliance with federal, state, and local policies	05
9. Provides online and consumable practice	10
10. Lessons build on prior knowledge and strategies are cohesive across grade levels	10
11. Robust formative and summative assessment tools to track student learning	10

Product 3: Instructional Support Materials for Reading in Grades 2-8	Points Possible 100
1. Specific lessons designed to teach each of the Reading Literature and Reading Informational standards	15
2. Materials contain authentic texts	10
3. Materials include a variety of genres to include literature, poetry, blogs, news articles, reports, informational texts	10
4. Provides a balance of on-grade level and differentiated instruction	05
5. Connects instruction to the MCCRS for English Language Arts across K-8 for a coherent path within and across grade levels	15
6. Develops skills and strategies for reading comprehension	10
7. Cost-effective	05

8. Provides teacher guides that give teachers valuable guidance in presenting the lessons as well as tips to help them strengthen their practice	10
9. Evidence-based strategies	10
10. Compliance with federal, state, and local policies	10

Awards shall be made to the responsible offeror whose proposal is determined to be the most advantageous to the SCSD, taking into consideration the price and the evaluation factors set forth. Results of the evaluation and the recommendation of the evaluation team will be forwarded to the Superintendent of Education and the Simpson County School Board of Education for approval.

Minimum Submission Requirements:

The proposal should include

- A. Company's ability or approach to support the goals and expectations of the SCSD**
- B. General implementation plan**
- C. Company's capacity to provide products and consultants. Company's capacity to provide an embedded tool that tracks students' mastery of MS College and Career Ready Standards in ELA and Math**
- D. Qualifications of the company**
- E. Key personnel who will be involved in the project with resumes attached**
- F. Detailed pricing plan on Bid Day**
- G. Minimum attachments should include**
 - a. Resumes of all personnel proposed on this contract**
 - b. Two letters of reference from previous clients that specifically relate to school improvement**

RFP Scoring Rubric, Product 1

Proposal Number _____ Company Name _____

Evaluation of proposals will be based upon the following criteria. Maximum points for each category are indicated.

Reviewer: _____

Total Points _____

Product 1: Universal Screener and Professional Development	Maximum Points	Reviewer's Score
1. Specifically developed to meet the rigor and demands of the Common Core State Standards in reading and mathematics.	15	
2. Online assessment for students in grades K-8 (with items at grades 9-12 to assess students performing above grade level), with online instruction for students performing at grade levels K-8, plus downloadable lesson plans to guide teacherled instruction with small or large groups.	15	
3. Online reports should prescribe a comprehensive plan of instruction or intervention (as appropriate) for each student, based on individual results on the diagnostic assessment. These reports should include detailed next steps for instruction, recommend point-of-use lesson plans for teacher-led instruction, and automatically queue online instructional modules.	15	
4. Must be a vendor-hosted, Software-as-a-Service application that does not require local installation or maintenance. All program maintenance, updates, and upgrades must be included at no additional cost for the license term.	10	
5. Must include a computer-adaptive diagnostic assessment in reading and mathematics that	10	

pinpoints strengths and needs to the sub-skill level for students in grades K-8.		
6. The software must provide a pre-assessment/diagnostic to place the student in the correct level of the program, and a post-assessment to show how a student progresses through the program and shows growth.	10	
7. Assessment items must be rigorously field-tested and proven valid and reliable.	10	
8. The adaptive assessment must include technology-enhanced items.	5	
9. The diagnostic assessment must offer a range of administration times, may be broken into multiple sessions, be untimed, and be designed for administration three times per year.	5	
10. The diagnostic assessment must quantitatively measure student performance across a common, vertically aligned scaled score spectrum that is independent of student grade level.	5	
11. The solution must provide computer-adaptive growth monitoring assessments for students in grades K-8. These interim assessments should be administered monthly and come from the same item bank as the diagnostic for comparability.	5	
12. Reports must be available online and in real-time at the individual, class, grade, school, and district levels. At a minimum, the solution must include individual student reports, a report that groups students with like needs for effective remediation, a report showing student response to instruction, and district level reports used to monitor student growth.	5	

13. At a minimum, reports should provide normed data, a Lexile® score, and a Quantile® score for each student in grades K–8.	5	
14. Program must offer the ability to create custom reports to track the progress of student sub-groups.	5	
15. The solution must include interactive, differentiated online instruction in reading and mathematics.	5	
16. Reading instruction must support foundational skill-building, emphasize complex text and use of authentic literature, and include interdisciplinary passages that feature academic vocabulary.	5	
17. Math instruction must focus on conceptual math understanding and procedural fluency must embed support for the Common Core's Standards of Mathematical Practice and must include animated instruction that involves word problems, problem-solving, and key mathematical topics.	5	
18. Instruction must be effective with a wide range of students. It must provide immediate corrective feedback and remediation for students struggling with specific concepts; built-in supports for English language learners, students with disabilities, and other students with special needs or considerations; and the ability to challenge high ability students.	5	
19. Must be targeted to build individual learner's skills and include high-interest instructional materials that focus on building reading/math fluency while scaffolding conceptual understanding. It should embed implicit and explicit motivational strategies to foster and maintain student engagement.	5	
20. Must provide the ability for teachers/administrators to manipulate the sequence of instruction or to add lessons.	5	
21. Instruction should include embedded progress monitoring via a graded quiz at the end of every online instructional module. Results from these quizzes must be reported out to track student response to instruction.	5	
22. Must provide step-by-step guidance and supports for teacher-led instruction with	5	

individuals, small groups, and large groups. A downloadable library of lesson plans and/or other resources should be available to help teachers differentiate instruction for students based on their assessment results.		
23.The vendor must have signed and complied with the Student Privacy Pledge.	5	
24.The solution must provide a fully integrated assessment, instruction, and reporting platform.	5	
25.The program platform/interface must provide multi-level security and permissions for system administrators, teaching staff, and students.	5	
26.The vendor must assure that account set-up and data management will not represent a burden to administrators/staff.	5	
27.The vendor must provide unlimited customer service and technology support at no additional cost.	5	
28.The vendor must provide a dedicated account manager at no additional cost.	5	
29.Proven history of delivery of service and qualifications of personnel. Capacity to provide onsite training and professional development for key staff.	5	
30.Compliance with federal, state, and local laws and policies	5	

RFP Scoring Rubric, Product 2

Proposal Number _____ Company Name _____

Reviewer: _____

Evaluation of proposals will be based upon the following criteria. Maximum points for each category are indicated. Total Points: _____

2. Instructional Support Materials for Math K-8	Maximum Points	Reviewer's Points
1. Specific lessons designed to teach each of the Mississippi College and Career Readiness standards for math	10	
2. Provides a balance of on-grade level and differentiated instruction	10	
3. Connects instruction specific to the MCCRS for math across K-8 for a coherent path within and across grade levels	10	
4. Develops skills and uses multiple strategies for developing conceptual understanding	10	

5. Cost-effective	05	
6. Provides teacher guides that give teachers valuable guidance in presenting the lessons as well as tips to help them strengthen their practice	10	
7. Evidence-based results	10	
8. Compliance with federal, state, and local policies	05	
9. Provides online and consumable practice	10	
10. Lessons build on prior knowledge and strategies are cohesive across grade levels	10	
11. Robust formative and summative assessment tools to track student learning	10	

RFP Scoring Rubric, Product 3

Proposal Number _____ Company Name _____

Evaluation of proposals will be based upon the following criteria. Maximum points for each category are indicated.

Reviewer: _____

Total Points _____

3. Instructional Support Materials for Reading	Maximum Points	Reviewer's Points
1. Specific lessons designed to teach each of the Reading Literature and Reading Informational standards.	10	
2. Materials contain authentic texts	10	

3. Materials include a variety of genres to include literature, poetry, blogs, news articles, reports, informational texts	10	
4. Provides a balance of on-grade level and differentiated instruction	10	
5. Connects instruction to the MCCRS for English Language Arts across 2-8 for a coherent path within and across grade levels	10	
6. Develops skills and strategies for reading comprehension	10	
7. Provides teacher guides that give teachers valuable guidance in presenting the lessons as well as tip to help them strengthen their practice	10	
8. Cost-effectiveness	10	
9. Compliance with federal, state, and local laws and policies	10	
10. Materials contain research-based strategies.	10	

Total points, Product 1: _____
Total points, Product 2: _____
Total points, Product 3: _____
Combined Points _____

O. STANDARD TERMS AND CONDITIONS

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

1. ACCESS TO RECORDS

The Contractor agrees that the SCSD, Mississippi Department of Education, United States Department of Education, the Comptroller General of the United States, or any of its duly authorized representatives at any time during the term of this agreement, shall have access to, and the right to audit and examine any pertinent books, documents, papers, and records of Contractor related to this specific contract to make audit, examination, excerpts, or transcriptions. Such records shall be kept by Contractor for three (3) years after final payments and all other pending matters are closed under this agreement. Contractor agrees to refund to the SCSD any overpayment disclosed by any such audit. However, if any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the 3-year period, the

records shall be retained until completion of the action and resolution of all issues which arise from it.

2. APPLICABLE LAW

The contract shall be governed by and construed under the laws of the State of Mississippi, excluding its conflicts of law provisions, and any litigation with respect thereto shall be brought in the courts of the State. The Contractor shall comply with applicable federal, state, and local laws and regulations. In compliance with State law, the Contractor, if employed by a public entity, must make arrangements with his/her employer to take the appropriate leave (professional, etc.) during the period of service covered by the Contractor.

3. ASSIGNMENT

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

4. AUTHORITY TO CONTRACT

Contractor warrants (a) that it is a validly organized business with valid authority to enter into this agreement; (b) that it is qualified to do business and in good standing in the State of Mississippi; (c) that entry into and performance under this agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind; and (d) notwithstanding any other provision of this agreement to the contrary, that there are no existing legal proceedings or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this agreement.

5. COMPLIANCE WITH LAWS

The Contractor understands that the SCSD is an Equal Opportunity Employer and therefore maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and the Contractor agrees during the term of the agreement that the Contractor will strictly adhere to this policy in its employment practices and provision of services. The Contractor shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented by the Department of Labor. All activities under this agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

6. INDEPENDENT CONTRACTOR

The Contractor shall perform all services as an independent contractor and shall at no time act as an agent for the SCSD. No act performed or representation made, whether oral or written, by the contractor concerning third parties shall be binding on the SCSD.

7. COPYRIGHTS AND PATENTS

Contractor (i) agrees that the SCSD shall determine the disposition of the title to and the rights under any copyright or patent by Contractor or employees on copyrightable material first produced, composed, discovered or invented in the course of or under this agreement, and (ii) hereby grants to the SCSD a royalty-free, nonexclusive, irrevocable license to reproduce, translate, publish, use and dispose of, and to authorize others to do so, all copyrighted or (copyrightable) work not first produced or composed by Contractor in the performance of this agreement, but which is incorporated in the material furnished under the agreement, provided that such license shall be only to the extent Contractor now has, or before the completion of full final settlements of agreement may acquire, the right to grant such license without becoming liable to pay compensation to others solely because of such grant.

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

8. DISCLOSURE OF CONFIDENTIAL INFORMATION

If either party to this agreement receives notice that a third party requests divulgence of confidential or otherwise protected information and/or has served upon it a subpoena or other validly issued administrative or judicial process ordering divulgence of confidential or otherwise protected information that party shall promptly inform the other party and thereafter respond in conformity with such subpoena to the extent mandated by law. This section shall survive the termination or completion of this agreement. The parties agree that this section is subject to and superseded by Mississippi Code Ann. Section 25-61-1, *et seq.*

9. EXCEPTIONS TO CONFIDENTIAL INFORMATION

Contractor and the SCSD shall not be obligated to treat as confidential and proprietary any information disclosed by the other party ("the Disclosing Party") which (a) is rightfully known to the recipient before negotiations leading to this agreement, other than information obtained in confidence under prior engagements; (b) is generally known or easily ascertainable by non-parties of ordinary skill in the business of the customer; (c) is released by the Disclosing Party to any other person, firm, or entity (including governmental agencies or bureaus) without restriction; (d) is independently developed by the recipient without any reliance on confidential information; (e) is or later

becomes part of the public domain or may be lawfully obtained by the SCSD or the Contractor from any non-party; or (f) is disclosed with the Disclosing Party's prior written consent.

10. MODIFICATION OR RENEGOTIATION

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

11. REPRESENTATION REGARDING CONTINGENT FEES

The 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 the Contractor's bid or proposal.

12. 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.

13. AVAILABILITY OF FUNDS

It is expressly understood and agreed that the obligation of the SCSD to proceed under this agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the agreement are, at 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 SCSD, the SCSD shall have the right upon ten (10) working days written notice to the Contractor, to terminate this agreement without damage, penalty, cost or expenses to the district of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

14. STOP WORK ORDER

- (1) *Order to stop work.* The Purchasing Agent of SCSD may by written order to the Contractor at any time, and without notice to any surety, require the Contractor to stop all or any part of the work called for by this contract. This order shall be for a specified period not exceeding 90 days after the order is delivered to the Contractor unless the parties agree to any further period. Any such order shall be identified specifically as a stop-work order issued according to this clause. Upon receipt of such an order, the Contractor shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to

work covered by the order during the period of a work stoppage. Before the stop-work order expires, or within any further period to which the parties shall have agreed, the Business Office of SCSD 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, the Contractor shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or Contractor price, or both, and the contract shall be modified in writing accordingly, if:

- (a) the stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
- (b) the Contractor asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage; provided that, if the Procurement Officer of SCSD decides that the facts justify such action, any such claim asserted may be received and acted upon at any time before 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) *Adjustment of Price.* Any adjustment in contract price made according to this clause shall be determined under the Price Adjustment Clause of this contract.

15. TERMINATION FOR DEFAULT

(1) *Default.* If the Contractor refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract, or any extension thereof otherwise fails to timely satisfy the contract provisions or commits any other substantial breach of this contract, the Purchasing Agent of SCSD may notify the Contractor in writing of the delay or nonperformance and if not cured in ten days or any longer time specified in writing by the Purchasing Agent of SCSD, such officer may terminate the Contractor's right to proceed with the contract or such part of the contract as to which there has been a delay or a failure to properly perform. In the event of termination in whole or in part, the Purchasing Agent of SCSD may procure similar supplies or services in a manner and upon terms deemed appropriate by the Purchasing Agent of SCSD. The Contractor shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.

- (2) *Contractor's Duties.* Notwithstanding termination of the contract and subject to any directions from the Purchasing Agent of SCSD, the Contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of the Contractor in which the SCSD has an interest.
- (3) *Compensation.* Payment for completed services delivered and accepted by the SCSD shall be at the contract price. The SCSD may withhold from amounts due to the Contractor such sums as the Purchasing Agent of SCSD deems to be necessary to protect the SCSD against loss because of outstanding liens or claims of former lien holders and to reimburse the SCSD for the excess costs incurred in procuring similar goods and services.
- (4) *Excuse for Nonperformance or Delayed Performance.* Except for defaults of Subcontractors, the Contractor shall not be in default because of any failure in performance of this contract under its terms (including any failure by the Contractor to make progress in the prosecution of the work hereunder which endangers such performance) if the Contractor has notified the Purchasing Agent of SCSD within 15 days after the cause of the delay and the failure arises out of causes such as acts of God; acts of the public enemy; acts of the State and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a Subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, the Contractor shall not be deemed to be in default, unless the services to be furnished by the Subcontractor were reasonably obtainable from other sources in sufficient time to permit the Contractor to meet the contract requirements.

Upon request of the Contractor, the Purchasing Agent of SCSD shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, the Contractor's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly, subject to the rights of the SCSD under the clause entitled "Termination for Convenience." (As used in this Paragraph of this clause, the term "Subcontractor" means Subcontractor at any tier).

- (5) *Erroneous Termination for Default.* If, after notice of termination of the Contractor's right to proceed under the provisions of this clause, it is determined for any reason that the contract was not in default under the provisions of this clause, or that the delay was excusable under the provisions of Paragraph (4) (Excuse for Nonperformance or Delayed Performance) of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the SCSD, be the same as if the notice of termination had been issued according to such clause.

- (6) *Additional Rights and Remedies.* The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

16. TERMINATION FOR CONVENIENCE

- (1) *Termination.* The Purchasing Agent of SCSD may, when the interests of the SCSD so require, terminate this contract in whole or in part, for the convenience of the SCSD. The Purchasing Agent of SCSD shall give written notice of the termination to the Contractor specifying the part of the contract terminated and when the termination becomes effective.
- (2) *Contractor's Obligations.* The Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the Contractor will stop work to the extent specified. The Contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The Contractor shall settle the liabilities and claims arising out of the termination of subcontractors and orders connected with the terminated work. The Purchasing Agent of SCSD may direct the Contractor to assign the Contractor's right, title, and interest under terminated orders or subcontracts to the State. The Contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

17. E-VERIFICATION

The Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act, Mississippi Code Annotated §§ 71-11-1 and 71-11-3, and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. The Contractor agrees to maintain records of such compliance and, upon request of the State, to provide a copy of each such verification to the State. The Contractor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws of these warranties, the breach of which may subject the Contractor to the following:

- a. termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years with notice of such cancellation/termination being made public;
- b. the loss of any license, permit, certification, or other document granted to the Contractor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year; or,

c. both.

In the event of such termination/cancellation, the Contractor shall also be liable for any additional costs incurred by the SCSD due to contract cancellation or loss of license or permit.

18. EQUAL OPPORTUNITY EMPLOYER

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

19. BOARD APPROVAL

It is understood that this contract is void and no payment shall be made if the Superintendent of Education and the Simpson County Board of Education do not approve this contract.

20. PERSONNEL

The contractor agrees that, at all times, the employees of the contractor furnishing or performing any of the services specified under this agreement shall do so in a proper, workmanlike, and dignified manner.

21. CONFIDENTIALITY

The Contractor shall agree to assure the confidentiality of any records obtained from the SCSD as required by state and federal privacy laws. No information, documents or other material provided to or prepared by the contractor deemed confidential by SCSD according to state and federal privacy laws, shall be made available to any person or organization without the prior approval of the SCSD. Any liability resulting from the wrongful disclosure of confidential information on the part of the Contractor shall rest with the Contractor. This includes all student-related data and the contractor is required to comply with all Family Educational Rights and Privacy Act (FERPA) provisions.

22. INDEMNIFICATION

To the fullest extent allowed by law, the Contractor shall indemnify, defend, save and hold harmless, protect and exonerate the members of the Mississippi Board of Education, the SCSD, and its commission 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 the Contractor and/or its partners,

principals, agents, employees and/or subcontractors in the performance of or failure to perform this agreement. In the State's sole discretion, the Contractor may be allowed to control the defense of any such claim, suit, etc. In the event the Contractor defends said claim, suit, etc., the Contractor shall use legal counsel acceptable to the State; the Contractor shall be solely responsible for all costs and/or expenses associated with such defense, and the State shall be entitled to participate in the said defense. The Contractor shall not settle any claim, suit, etc. without the SCSD's concurrence, which the SCSD shall not unreasonably withhold.

23. DEBARMENT AND SUSPENSION

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

P. BILLING

All products will be provided once a signed purchase order is secured. All services will be provided once a signed purchase order is secured which indicates the dates of the service and the consultant performing the service is identified. The consultant and a school administrator must sign a verification form that indicates that the service is rendered for each date of service. One copy of this form must be provided to the Simpson County School District Business Office by the vendor within three days of the service being provided with the contractor retaining the second copy. To qualify for a day of work, the contractor must be on-site providing services for at least 7 hours. All travel costs and time will be absorbed as part of the contractor's daily fee.

Invoices are to be furnished for each project, along with documentation of services provided in the invoice (example: work reports, sign-in sheets, and agendas). The cut off on the invoice must be made to include the week ending closest to the end of the month. All invoices must indicate the total price of the items, resulting in the net price to be paid by the district. The district will pay all invoices within 45 days of the invoice

being verified for completion. This completion will include the daily reports required and the verification form being matched to the invoice.

The successful firm shall report and in writing cancel within 30 days' notice if services provided in this proposal cannot be delivered.

Q. ROYALTIES AND PATENTS

The firm shall pay all royalties and license fees. The firm shall defend all suits or claims for infringement of any patent rights and shall hold the Simpson County School District harmless from such loss on account thereof.

R. INSURANCE REQUIREMENTS

The following insurance requirements must be met or the proposal will be considered incomplete and therefore rejected.

- (a) Commercial General Liability – Combined Single Limit for \$1,000,000.00 per occurrence with \$2,000,000.00 aggregate;
- (b) Commercial Auto Liability – Combined Single Limit in an amount of \$1,000,000.00;
- (c) Workers' Compensation and Employer's Liability Insurance:
Workers' Compensation Limits: Statutory-State of Mississippi.
Policies shall include a waiver of subrogation in favor of Simpson County School District.
- (d) Employers' Liability: \$100,000.00 Each Accident; \$500,000.00 Disease Policy Limit;\$1000,000.00 Disease Each Employee; and
- (e) Proof of coverage must be placed on file with the school district by the Contractor and kept current throughout the term of this Contract.

Current insurance certificates shall be attached to the proposal.

(If the firm does not have the above insurances, a detailed explanation must be attached to the proposal of how any workers' compensation claims or liability issues will be addressed.)

S. DAMAGE CAUSED BY SUCCESSFUL BIDDER

The Simpson County School District will hold the successful firm responsible for damage caused to the buildings, fences, and other structures or assets of the Simpson County School District under all conditions.

T. As a bidding vendor, we understand that all of these provisions must be strictly complied with to fulfill the contract.

FIRM _____

BY _____

TITLE _____

PART VI

**PROSPECTIVE CONTRACTOR'S REPRESENTATION REGARDING CONTINGENT
FEES**

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

_____	_____
Offeror Signature	Date

Title of Request for Proposal

*Please check the appropriate response

VII

PROPRIETARY INFORMATION

The enclosed proposal does () or does not () contain trade secrets or other proprietary data which the offeror wishes to remain confidential in accordance with Section 25-61-9 and 79-23-1 of the Mississippi Code.

If the enclosed proposal does include pages that the offeror wishes to designate as proprietary, please list page numbers below.

<hr/>	<hr/>
Offeror Signature	Date

Title of Request for Proposal

*Please check the appropriate response

Attachment C

Enrollment Numbers and Teacher Units by School (Projected for 2021-2022)
New numbers will be provided for 2022-2023 and 2023-2024 based on changes
in enrollment and/or teacher units.

For Diagnostic Screener (Quantities may be adjusted slightly each year by
SCSD based on promotion/retention)

Mendenhall Elementary

Grade Level	Number of Students	Number of Math Teachers	Number of ELA Teachers
K	79	5	5
1	79	4	4
2	111	4	4
3	95	2	2
4	83	2	2
Support Services		3	3

Magee Elementary

Grade Level	Number of Students	Number of Math Teachers	Number of ELA Teachers
K	86	5	5
1	86	5	5
2	95	5	5
3	95	3	3
4	81	3	3
5	117	3	3
Support Services		3	3

Mendenhall Jr. High

Grade Level	Number of Students	Number of Math Teachers	Number of ELA Teachers
5	78	2	2
6	86	2	2
7	92	2	2
8	103	2	2
Support Services		3	3

Magee Middle

Grade Level	Number of Students	Number of Math Teachers	Number of ELA Teachers
6	100	2	2

7	126	2	2
8	102	2	2
Support Services		3	3

Simpson Central School

Grade Level	Number of Students	Number of Math Teachers	Number of ELA Teachers
K	39	3	3
1	39	3	3
2	45	3	3
3	55	1	2
4	44	1	2
5	68	1	1
6	65	1	1
7	66	1	1
8	57	1	1
Support Services		3	4

Genesis School

Grade Level	Number of Students	Number of Math Teachers	Number of ELA Teachers
K	2	1	1
1	1	1	1
2	6	1	1
3	2	1	1
4	3	1	1

Quantities for Math Interventions

Actual numbers may vary slightly based on exact enrollment numbers

	Mendenhall Elem.	Mendenhall Jr. High	SCS	Magee Elem.	Magee Middle	Genesis One
K			20	20		2
1			20	20		1
2			20	20		6
3			20	20		2
4			20	20		3
5			20	20	20	
6		20	20		20	
7		20	20		20	
8		20	20		20	

Attachment D

Do not send the costs with the proposal. This is for you to gather the information for the Reverse Auction.

Professional Development (For Bid Only, Do Not Send Prices With Proposal)

Cost per day for Year 1	Cost per day for Year 2	Cost per day for Year 3
Number of Service Days, Year 1	Number of Service Days, Year 2	Number of Service Days, Year 3

Universal Screener with the ability to also measure MS College and Career Math and ELA Standards (For Bid Only, Do Not Send Prices With Proposal)

Cost per Year 1	Cost per Year 2	Cost per Year 3

Printed Materials for Instructional Support Materials for Math (For Bid Only, Do Not Send Prices With Proposal)

	Cost per printed material for students Year 1	Cost per printed material for teachers Year 1	Cost per printed material for students Year 2	Cost per printed material for teachers Year 2	Cost per printed material for students Year 3	Cost per printed material for teachers Year 3
K						
1						
2						
3						
4						
5						
6						
7						
8						

Printed Materials for Instructional Support Materials for Reading (For Bid Only, Do Not Send Prices Now)

	Cost per printed material for students Year 1	Cost per printed material for teachers Year 1	Cost per printed material for students Year 2	Cost per printed material for teachers Year 2	Cost per printed material for students Year 3	Cost per printed material for teachers Year 3
2						
3						
4						
5						
6						
7						
8						

The cost of shipping must be included in your budget proposal on Bid Day. The Simpson County School District will provide more specific numbers for items needed for shipment to each

school after the RFP is selected. The vendor will be responsible for shipping goods to the specified locations. The addresses are as follows:

Magee Elementary, 1035 Goodwater Road Magee, MS 39111

Mendenhall Jr. High, 733 Dixie Ave., Mendenhall, MS 39114

Mendenhall Elem. 814 East St. Mendenhall, MS 39114

Magee Middle 300 1st St. NE, Magee, MS 39111

Simpson Central, 755 Simpson Hwy. 28 W, Pinola, MS 39149

Genesis One School, 302 Circle St. Mendenhall, MS 39114