

REQUEST FOR PROPOSAL

Reading Consultant(s) K-12

RFP Bid No. 23-10

Forest Municipal School District Federal Programs



**Forest Municipal Schools
325 Cleveland Street
Forest, MS 39074**

**Dr. Karen Norwood, Superintendent
(601) 469-3250**

Date: April 19, 2023

Deadline for Submission: May 4, 2023

**REQUEST FOR PROPOSAL –
Forest Municipal School District
Reading Consultant(s) K-12**

Overview

The Forest Municipal School District (FMSD) is located in Scott County, Mississippi. The district comprises one elementary school (Forest Elementary School), one middle school (Hawkins Middle School), one high school (Forest High School), and one district office. The district has approximately 1,600 students. The overall accountability rating for the district is a “C”.

A. REQUEST FOR INFORMATION

Written questions concerning the Request for Proposal should be sent to:

Reagan Shoemaker, Federal Program Director
Forest Municipal School District
Fax: (601) 469-3250
Email: rshoemaker@forest.k12.ms.us

Physical and Mailing Address:
325 Cleveland Street
Forest, MS 39074

B. Goal and Purpose of RFP

Strategic Plan Goals: Goal 1- Academic Outcomes- Every School is Rated “C” or Higher; Goal 2- Graduation- Every Student Graduates from High School and is Ready for College and Career; Goal 3- Effective Teachers and Leaders- Effective Administration of all Federal Programs.

FMSD is soliciting competitive written responses from qualified vendors for “Reading Consultant(s) K-12.”

DESCRIPTION

Reading Consultant(s) K-12th Grade: The vendor will be responsible for providing reading support and professional development to K-12th grade teachers to specifically address reading comprehension, phonics and linguistics skills, and written expression. Along with providing reading support and professional development to staff, the individual(s) will be responsible for training staff on a district-wide reading campaign to address the literacy needs within the district.

C. Proposal Requirements and Project Scope

Forest Municipal School District comprises Forest Elementary School, Hawkins Middle School, and Forest High School- approximately 80 teachers (K-12th grade) and 9 administrators would be directly involved with Reading training and professional development.

D. Service Specifications and Provisions

The Forest Municipal School District is requesting quotes for the following: A professional development and support plan for instructional staff and administrators of Forest Municipal School District that focuses on instructional effectiveness and student achievement in Reading. The professional development plan will:

- Provide summer and beginning of year (August) professional development on reading comprehension, phonics and linguistics skills, and/or written expression.
- Provide training for staff on a district-wide reading campaign to address the literacy needs within the district.

E. Pricing/Quotes/Specifications

These services shall be provided to Forest Municipal School District during the months of June-August 2023.

Quotes are requested for full day rates for professional development services. The professional development training sessions will be held within the district. Forest Municipal School District is requesting four individual reading professional development trainings that consist of three professional development days per training. Also, the district is requesting one professional development training session for all staff during the August 2023 professional development days. A total of 13 professional development days must be included in the proposal, and a total price for the 13 professional development days, along with travel, lodging, and materials costs, must be included in the proposal as well.

F. Type of Contract

It is anticipated that this contract will be a fixed price contract with payment made upon completion of tasks identified within the proposal.

G. Schedule of RFP Events

Schedule of RFP Events are as follows: a) RFP Released- 04/19/2023 b) Proposal Due Date- 05/04/2023 by 3:00 pm, local time c) Team Selection- 05/05/2023 (tentative) d) RFP Conservator Approval- 05/08/2023 at 5:15 pm, local time.

H. Contractor Requirements

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

- The vendor is required to provide the Forest Municipal School District with their unique Dun & Bradstreet Data Universal Numbering System D-U-N-S number.

I. 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 FMSD, 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 for the purpose of making audit, examination, excerpts, or transcriptions. Such records shall be kept by Contractor for a period of three (3) years after final payments and all other pending matters are closed under this agreement. The contractor agrees to refund to the FMSD any overpayment disclosed by any such audit. However, if any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of 3-year period, the records shall be retained until completion of the action and resolution of all issues which arise from it.

2. APPLICABLE LAW

The contract shall be governed by and construed in accordance with 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

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

1. 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 FMSD 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 FMSD. No act performed or representation made, whether oral or written, by contractor with respect to third parties shall be binding on the FMSD.

7. COPYRIGHTS AND PATENTS

Contractor (i) agrees that the FMSD 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 FMSD 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 prior to 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.

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

In the event that 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 FMSD shall not be obligated to treat as confidential and proprietary any information disclosed by the other party ("the Disclosing Party") which (a) is rightfully known to the recipient prior to negotiations leading to this agreement, other than information obtained in confidence under prior engagements; (b) is generally known or easily ascertainable by non-parties of ordinary skill in the business of the customer; (c) is released by the Disclosing Party to any other person, firm, or entity (including governmental agencies or bureaus) without restriction; (d) is independently developed by the recipient without any reliance on confidential information; (e) is or later becomes part of the public domain or may be lawfully obtained by the FMSD 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 FMSD 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 FMSD, the FMSD 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 FMSD may by written order to the Contractor at any time, and without notice to any surety, require the Contractor to stop all or any part of the work called for by this contract. This order shall be for a specified period not exceeding 90 days after the order is delivered to the Contractor, unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, the Contractor shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the Business Office of FMSD 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 FMSD decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this contract.

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

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 FMSD 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 FMSD, such officer may terminate the Contractor's right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the Purchasing Agent of FMSD may procure similar supplies or services in a manner and upon terms deemed appropriate by the Purchasing Agent of FMSD. 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 FMSD, the Contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of the Contractor in which the FMSD has an interest.
- (3) *Compensation.* Payment for completed services delivered and accepted by the FMSD shall be at the contract price. The FMSD may withhold from amounts due the Contractor such sums as the Purchasing Agent of FMSD deems to be necessary to protect the FMSD against loss because of outstanding liens or claims of former lien holders and to reimburse the FMSD for the excess costs incurred in procuring similar goods and services.
- (4) *Excuse for Nonperformance or Delayed Performance.* Except with respect to defaults of Subcontractors, the Contractor shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by the Contractor to make progress in the prosecution of the work hereunder which endangers such performance) if the Contractor has notified the Purchasing Agent of FMSD 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 FMSD 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 FMSD 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 FMSD, be the same as if the notice of termination had been issued pursuant to such clause.
- (6) *Additional Rights and Remedies.* The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

16. TERMINATION FOR CONVENIENCE

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

In the event of such termination/cancellation, the Contractor shall also be liable for any additional costs incurred by the FMSD 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, 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 in the event that the Conservator does not approve this contract.

20. PERSONNEL

Contractor agrees that, at all times, the employees of 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 FMSD as required by state and federal privacy laws. No information, documents or other material provided to or prepared by the contractor deemed confidential by FMSD pursuant to state and federal privacy laws, shall be made available to any person or organization without the prior approval of the FMSD. 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 FMSD, 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 said defense. The Contractor shall not settle any claim, suit, etc. without the FMSD's concurrence, which the FMSD 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 antitrust 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 antitrust 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.

J. Billing

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 FMSD Business Office by the vendor within three days of the service being provided with the contractor retaining the second copy. Days may be billed in half or full day increments. In order to qualify for a full day of work, the contractor must be on-site providing services for at least 7 hours or provide documentation of off-site development of assessment and/or resources created by the Contractor. All travel costs and time will be absorbed as part of the contractor's daily fee.

Invoices are to be furnished for each project. 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.

K. 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 Forest Municipal School District harmless from such loss on account thereof.

L. 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 in an amount of \$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 Sample 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.)

M. Damage Caused by Successful Bidder

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

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

FIRM _____

BY _____

TITLE _____

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

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

Offeror Signature

Date

Title of Request for Proposal

*Please check appropriate response

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 appropriate response