

## NOTICE TO BIDDERS

Sealed and/or electronic proposals will be received by Greenville Public School District up to and no later than 1:00 p.m. Friday, September 11, 2020 in the Business Office of the District at 412 South Main Street, Greenville Mississippi, for the procurement of Professional Services. A copy of the Request for Proposals (RFP) can be obtained by emailing Mechelle Jones at [mjones@gville.k12.ms.us](mailto:mjones@gville.k12.ms.us). Official proposal documents can be downloaded from Central Bidding at [www.centralbidding.com](http://www.centralbidding.com). Electronic proposals can be submitted at [www.centralbidding.com](http://www.centralbidding.com). For any questions relating to the electronic bidding process, please call Central Bidding at [225-810-4814](tel:225-810-4814). Sealed proposals must be submitted in a sealed envelope clearly marked as follows:

“RFP 966-1: “Professional Services.” Envelopes not so marked will not be considered

The Board of Trustees reserves the right to waive informalities and to reject any and all bids.

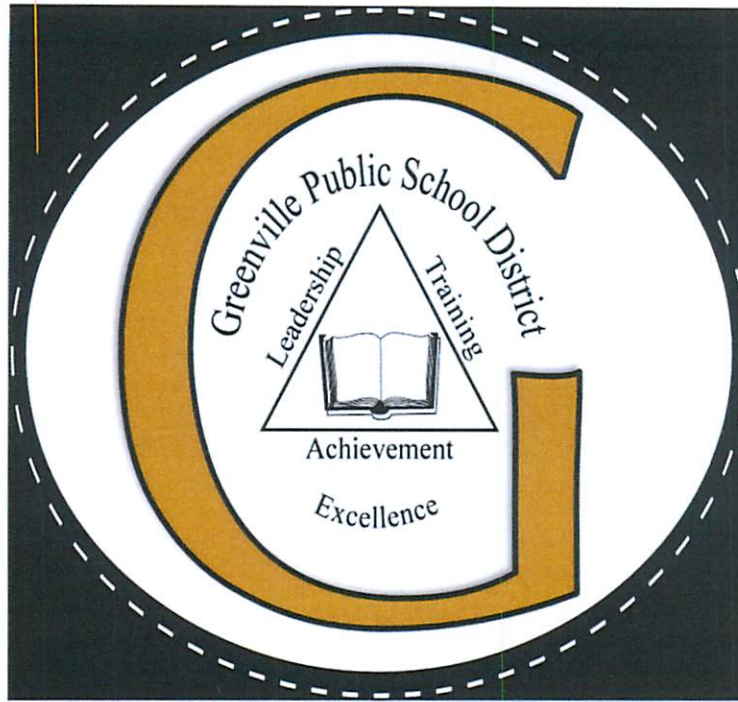
Dr. Debra Dace

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Superintendent of Schools

INSERT: August 30, 2020

September 6, 2020



REQUEST FOR PROPOSALS  
For  
PROFESSIONAL SERVICES  
FOR GREENVILLE PUBLIC SCHOOL DISTRICT

**(Grades 3-8 College & Career-Readiness  
English/Language Arts, Math & Science and Algebra I, US History,  
English II, and Biology)**

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Request for Proposals Issued: Sunday, August 30, 2020

Deadline for Submittal of Proposals: Friday, September 11, 2020

## APPLICATION INSTRUCTIONS

Greenville Public School District  
Office of State & Federal Programs

The Greenville Public School District (GPSD) through the Office of State & Federal Programs is soliciting competitive written proposals from qualified consultants for College & Career Readiness English/Language Arts, Math, and Science content instructional training and school improvement models for grades 3 – 8 and Algebra I, US History, English II, and Biology content instructional training and school improvement models.

### A. REQUEST FOR INFORMATION

Written questions concerning the RFP should be sent to:

Dr. Adrienne Williams, Director  
Office of State & Federal Programs  
Fax: (662) 334-4930  
Email: [adwilliams@gville.k12.ms.us](mailto:adwilliams@gville.k12.ms.us)

#### **Physical Address:**

Greenville Public School District  
412 South Main Street  
Greenville, MS 38702

#### **Mailing Address:**

P. O. Box 1619  
Greenville, MS 38702

The deadline for submitting written questions (via fax or email) is Tuesday, September 8, 2020, at 4:30 p.m. at the Greenville Public School District email address or physical address listed above.

### B. DUE DATES FOR PROPOSALS

One original signed proposal and five hard copies should be delivered to the Business Office by 4:30 p.m. on or before Friday, September 11, 2020..

Hand Deliver Proposals to:

Greenville Public School District  
Business Office

412 South Main Street  
Greenville, MS 38702

Mail Proposals to:

Greenville Public School District  
Business Office  
412 South Main Street  
Greenville, MS 38702

Ship Proposals to:

Greenville Public School District  
Business Office  
412 South Main Street  
Greenville, MS 38702

### C. RESPONSIBILITY OF THE OFFEROR

- Ensures that the competitive proposals are delivered by the deadline and assumes all risks of delivery.
- At the time of the receipt of the proposals, the proposals will be dated, stamped, and recorded by the Greenville Public School District, P. O. Box 1619, Greenville, MS 38701.
- Proposals and modifications received in the room designated in the RFP after the time set in the proposal 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 components or that have exceeded the maximum number of pages will not be evaluated.
- The proposal must be signed by an authorized official to bind the offeror to the proposal provisions.



# Request for Proposals for Professional Services for the Greenville Public School District

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## **I. INSTRUCTIONS**

The Greenville Public School District is seeking proposals from qualified consulting firms to assist the District in providing support for its staff in the areas of College & Career Readiness English/Language Arts, Math & Science in grades 3 – 8 and Algebra I, US History, English II, and Biology.

Interested firms are invited to submit one original signed proposal and five (5) hard copies. The proposal shall be made in the format provided and the complete proposal, together with all additional materials, shall be enclosed in a sealed envelope addressed and delivered no later than 4:30 p.m. on Friday, September 11, 2020, to the following address:

Greenville Public School District  
Business Office  
412 South Main Street  
Greenville, MS 38702

This Request for Proposals does not commit the Greenville Public School District to award a contract or pay any costs incurred in the preparation of a proposal responsive to this request. The District reserves the right to accept all or part of any proposal or to cancel in part or in its entirety this Request for Proposals. The District further reserves the right to accept the proposal that it considers to be in the best interest of the District.

All requirements must be addressed in your proposal. Non-responsive proposals will not be considered. All proposals, whether selected or rejected, shall become the property of the District. Firms are responsible for checking the website periodically for any updates or revisions to the RFP.

### **Requests for Information**

Questions related to this RFP should be submitted in writing to Dr. Adrienne Williams, Director of State & Federal Programs, at [adwilliams@gville.k12.ms.us](mailto:adwilliams@gville.k12.ms.us), no later than Tuesday, September 8, 2020. Specify "Greenville Professional Services RFP" in the subject line. Responses to all questions received will be posted on the District's website, as they are submitted, but no later than Wednesday, September 9, 2020.

## **II. BACKGROUND**

In the Greenville Public School District (GPSD), there is enormous potential to improve the lives of underserved children. GPSD is the largest school district in the Delta and one of the largest in the state of Mississippi with all of its schools having a 75% and above poverty rate. We currently have one school designated as a Comprehensive Support & Improvement (CSI) School, according to the definition adopted by the Mississippi Department of Education. We currently have one school designated as Targeted Support & Improvement (TSI), according to the definition adopted by the Mississippi Department of Education. To add, we have two schools designated as a School at Risk (SAR).

The successful service model the GPSD is seeking will be designed around a simple philosophy: one size does not fit all. Realizing this, each school in the GPSD will focus on the basic principles that both provide guidance as to what is important and allow for the individual needs of each school to be addressed. The four key areas are: (1) the use of data; (2) a focus on literacy, which incorporates reading and writing; (3) student and family

engagement; and (4) collaborative and common practices. Each of these key areas is embedded into one or more of the five design principles as follows:

- **Set the conditions for success through strategic staffing for in-person and virtual learning**
- **Focus on rigorous student work for in-person and virtual learning**
- **Focus on professional learning and collaboration for in-person and virtual learning**
- **Focus on family and community engagement for in-person and virtual learning**
- **Focus on organizational transformation for in-person and virtual learning**

### **III. SCOPE OF WORK**

The Greenville Public School District is seeking proposals for College & Career Readiness English/Language Arts, Math, and Science instructional training and effective school improvement models for grades 3 – 8 at multiple schools to include 6 elementary schools and 2 middle schools and Algebra I, US History, English II, and Biology instructional training and effective school improvement models at the high school.

- The GPSD is seeking collaboration and assistance from qualified firms who can satisfactorily provide the following:
  - Address services for:
    - Akin: F -Rated
    - Armstrong: A - Rated
    - Boyd: D - Rated
    - Stern: D - Rated
    - Trigg: C- Rated
    - Weddington: C- Rated
    - Coleman Middle School: D - Rated
    - Weston Middle School: C – Rated
    - Greenville High School: F - Rated
  - Address all five design principles:
    - Set the conditions for success through strategic staffing for in-person and virtual learning
    - Focus on rigorous student work for in-person and virtual learning
    - Focus on professional learning and collaboration for in-person and virtual learning
    - Focus on family and community engagement for in-person and virtual learning
    - Focus on organizational transformation for in-person and virtual learning
  - Utilize both quantitative and qualitative measures to increase rigor in
    - Student learning, including student work
    - Instructional processes
    - Culture and climate
  - Address a variety of stakeholders
  - Provide recommendations and implications for scalability and sustainability
  - Implement instructional support programs that are evidence-based
  - Review current school improvement activities and make recommendations for improvement
  - Provide professional development in the content areas where the school did not meet academic achievement goals, proficiency goals, and/or student growth goals

- Provide content area instructional coach / administrator training
- Provide professional development on differentiated instruction
- Design professional development based upon the needs of the teachers aimed at
  - Introducing new teaching strategies
  - Increasing teaching and student learning
  - Increasing use of technology integration in the classroom
- Provide building administrators and content area instructional coaches with expertise in English/Language Arts, Math, and Science for Grades 3-8 and Algebra I, US History, English II, and Biology for Grades 9-12 and document success in instructional implementation to work with teachers in the classrooms and during planning times to provide the following interventions:
  - Provide suggestions and instruction to improve observed instruction
  - Provide suggestions and strategies to plan instruction
  - Model appropriate instruction for differentiated groups that will include a variety of techniques
  - Provide classroom management tips
  - Review lesson plans for appropriate PLDs
  - Review assessments for appropriate PLDs
- Provide training for administrators to assist with evaluation techniques to ensure that instruction is delivered and observed at the appropriate level for all learners and provide detailed reports
- Provide technical assistance to address professional development and mentoring for teachers, the evaluation plan, and the revision of the formative assessments and pacing guides
- Provide a curriculum audit to determine the alignment between the written and taught curriculum
- Provide administrators and content area instructional coaches with expertise in English/Language Arts, Math, and Science for Grades 3-8 and Algebra I, US History, English II, and Biology for Grades 9-12 to support data analysis and use for departmental teacher team meetings.

#### **IV. TIME FRAME**

The contract length begins with the date the contract is signed by all parties and will end no later than Friday, April 9, 2021. The district will have the option to renew the contract annually for up to two (2) additional years based upon successful performance in the first year of the contract with marked improvement in student achievement. 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 as set forth in the RFP.

#### **V. TYPE OF CONTRACT**

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

#### **VI. CONTRACTOR REQUIREMENTS**

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

- The vendor is required to provide the Greenville Public School District with their unique Dun & Bradstreet Data Universal Numbering System D-U-N-S number.
- The vendor must, at all times during the contract term and at their own expense, keep in full force and effect comprehensive general liability insurance with "personal injury" coverage; commercial or business auto liability insurance; physical and contractual liability coverage, with minimum limits of \$1,000,000 for each category.
- The vendor must, at all times during the contract term and at their own expense, keep in full force and effect a policy of workers' compensation insurance for coverage in Mississippi.
- The vendor must submit proof of insurance at the time the contract is executed.
- The vendor must participate in monthly meetings with the school district-level staff on an agreed upon date and time in an effort to determine if the contractor is performing according to the terms of the agreement or is failing to provide adequate services.
- The vendor must present end of year data to the Greenville Public School District in an effort to provide the school district board of trustees with an opportunity to evaluate the services provided by the vendor. This presentation will be scheduled at an agreed upon date and time.
- The vendor will be required to modify services provided during the 2<sup>nd</sup> and 3<sup>rd</sup> year using applicable data if the contract is renewed based upon successful performance in the first year of the contract with marked improvement in student achievement.

## **VII. GREENVILLE PUBLIC SCHOOL DISTRICT RESPONSIBILITIES**

The specific responsibilities of the GPSD are as stated below:

- Provide a contact person to work with the contractor to ensure quality control
- Review and approve timeframes and work plans
- Provide available information to assist the contractor

## **VIII. MANAGEMENT RESPONSIBILITIES**

Except where expressly provided otherwise herein, each party shall bear its own costs incurred in performing its responsibilities hereunder. The contractor will provide one person who will be responsible for all activities required to fulfill said contract. This individual will be invested with the authority to make decisions and commitments on behalf of the contracted party during the performance of the RFP.

The District will also designate one representative who will act as a primary contact for this office. This representative will be responsible for conferring with all parties necessary to resolve unanticipated issues or requirements that might occur during the course of the RFP.

## **IX. CONTENTS FOR PROPOSALS**

In order for proposals to be considered, said proposal must be clear, concise, complete, well organized and demonstrate both respondent's qualifications, and its ability to follow instructions. The quality of answers, not length of responses or visual exhibits, is important in the proposal.



The proposal shall be organized in the format listed below and shall be limited to twenty (20) pages (excluding attachments and appendices) on 8 ½" x 11" paper with all responses bound with tabs separating each section. Respondents shall read each item carefully and answer each of the following items accurately to ensure compliance with District requirements. Failure to provide all requested information or deviation from the required format may result in disqualification. Restate each item prior to addressing said item.

#### **A. Submittal Letter**

Include the RFP's title and submittal due date, the name, address, fax number and telephone number of the responding firm. Include a contact person and corresponding e-mail address. The letter shall state that the proposal shall be valid for a 60-day period and that the staff proposed is available immediately to work on this project. The person authorized by the firm to negotiate a contract with the District shall sign the cover letter.

#### **B. Description of Firm**

This section should provide information regarding the size, location, nature of work performed, years in business and the approach that will be used in meeting the needs of the District.

#### **C. Organizational Structure**

Describe your firm's organizational structure. Supply the names of the professionals who will be responsible for this project. Please provide brief resumes for these individuals.

#### **D. References and Description of Experience**

This section should identify similar projects that the firm has completed as outlined in the RFP. Use this section to indicate the areas of expertise of your firm and how the firm's expertise will enable the District to benefit from that expertise. Include the size of at least three (3) school districts with similar demographics and student performance, along with the names of individuals familiar with your work that can be contacted by District staff.

#### **E. Project Overview**

This section should clearly convey the consultant's understanding of the nature of the work related to student academic performance and the general approach the consultant will use to complete the project. This section should include, but not be limited to, a discussion of the organization of the project and a summary of the proposed approach.

#### **F. Detailed Work Plan**

This section of the RFP should include a full description of each step your firm would follow in completing the project. The work description should be in sufficient detail to show a clear understanding of the work and proposed approach.

This section should also include a description of the format, content and level of detail that can be expected for each deliverable. A schedule showing the important milestones should also be included.

#### **G. Cost Proposal**

This section must provide a full description of the expected expenditures for the work described in this RFP. The cost proposal must include all consultant fees, preparation of deliverables, travel expenses per trip to Greenville, printing, etc. The cost proposal must include the daily rate.

### **X. SELECTION CRITERIA**

Consulting firms submitting proposals are advised that all proposals will be evaluated to determine the firm deemed most qualified to meet the needs of the District. The selection criteria will include, but not be limited to, the items listed below:

**A. Program Design (25 Points)**

- a. Innovative and creative approach to scope of work
- b. Connection, representation, and sensitivity to cultural and ethnic diversity
- c. Demonstrated understanding and responsiveness to the Request for Proposals
- d. Project understanding and approach including an understanding of the District
- e. Ability to maintain alignment with College & Career Readiness Standards of the Mississippi Department of Education

**B. Program Operations (25 Points)**

- a. Adequacy of resources, including personnel, equipment, financial stability, and other related factors
- b. Proposals and experience of firm and personnel named in the proposal
- c. Management and Planning: The quality of procedures and organizational structures proposed for completion of the work
- d. Timeliness of Services

**C. Organizational Experience (30 Points)**

- a. Past experience in assisting Mississippi school districts in implementing intervention supports, assessments, systemic data inquiry methodology for learning from student results, designing and implementing instruction improvements, and professional development targeted to improve student achievement
- b. Description of the company's commitment to provide academic excellence to students and staff at under-performing schools. Include historical impact data for similar demographics and student performance
- c. Satisfaction of previous clients. Provide three (3) references that reflect similar demographics and student performance, and are similar to the work contemplated in this RFP. Include the scope of work for each reference
- d. Completeness and quality of the proposal
- e. Oral interview, if applicable

**D. Cost Efficiency (20 Points)**

- a. Total cost of proposed services
- b. Service and support costs

## **XI. PROCESS FOR SELECTING FIRM**

A Selection Advisory Committee, chaired by Dr. Adrienne Williams, Director of State and Federal Programs, will select and rank in the order of their qualifications those companies deemed to be the most highly qualified to perform the required work.

The Selection Advisory Committee may choose to interview any, all, or none of the respondents as may be in the best interest of the District. If interviews are held, the chairpersons will notify those companies selected as to place, date, and time. The District will make investigations as necessary regarding the financial stability of any or all respondents and may require review by the District's legal counsel.

The names of all firms submitting proposals and the names, if any, selected for interview shall be public information. Firms that have not been selected shall be so notified after the conclusion of the selection process.

## **XII. REJECTION OF PROPOSALS**

Any proposal shall be rejected in whole or in part when it is determined not to be in the best interest of the District, as provided by the Greenville Public School District Board regulations. 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 infinite 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 proposal ultimately fails to meet the announced requirements of the District in some material aspect.
8. The proposal price is clearly unreasonable.
9. The products or service item offered in the proposal is unacceptable by reason of its failure to meet the requirements of the specifications or permissible alternates or other acceptable criteria set forth in the RFP.

## **XIII. EXCEPTIONS**

The GPSD reserves the right to reject any and all 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 GPSD.

## **XIV. DISPOSITION OF PROPOSALS**

All submitted proposals become the property of the Greenville Public School District and will not be returned to the offeror.

## **XV. 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 GPSD 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 GPSD will not be liable for any costs associated with the preparation of proposals or negotiations of contract incurred by any party.
3. The award of a contract for any proposal is contingent upon the following:
  - a. Favorable evaluation of the proposal
  - b. Approval of the proposal by the Greenville Public School District
  - c. Successful negotiation of any changes to the proposal as required by GPSD
  - d. Greenville Public School District School Board approval, if required
4. Likewise, the GPSD also reserves the right to accept any proposal as submitted for 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 the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements, but proposals may be accepted without such discussions.

5. GPSD reserves the right to cancel solicitation when it is determined in writing to be in the best interest of the District.
6. 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 unless receipt would have been timely but for the action or inaction of District personnel directly serving the procurement activity.
7. 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 acknowledgement must be received by the Greenville Public School District by the time and at the place specified for receipt of bids.

## **XVI. LEGAL AND TECHNICAL SUPPORT**

The Contractor shall utilize its knowledge and understanding of applicable legal standards and comply with recognized professional standards and generally accepted measurement principles applicable to assessments and uses of the type described in this contract, including but not limited to standards relating to validity and reliability. The contractor shall consult with the GPSD concerning its implementation of the requirements of this section. In the event of a challenge in which validity and reliability of the use of an assessment developed under this contract is an issue (other than a challenge based on infringement of copyright or other proprietary rights of a third party), the Contractor shall cooperate with the GPSD in providing the defense of the assessment and shall provide reasonable technical and legal support with regard to the Contractor's activities under this contract without additional charges to the GPSD.

## **XVII. QUALIFICATIONS**

The offeror shall provide the following minimum information:

- Age of the offeror's business and average number of employees over the past three (3) years;
- A listing of other contracts under which the services similar in scope, size, or discipline to the required services were performed or undertaken within the past three (3) years; and
- Abilities, qualifications, and experience of all persons who would be assigned to provide the required services.

## **XVIII. CRITERIA FOR EVALUATION OF PROPOSALS**

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

## **XIX. 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 GPSD, 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 Contractor's charges and performance under this agreement. Such records shall be kept by Contractor for a period of three (3) years after final payment under this agreement, unless the GPSD authorizes their earlier disposition. Contractor agrees to refund to the GPSD 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 Federal, State, and Local laws, excluding its conflicts of law provisions, and any litigation with respect thereto shall be brought in the courts of the State of Mississippi. The Contractor shall comply with applicable Federal and State, 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 (annual, professional, compensation, 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 GPSD. 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 LAW**

The Contractor understands that the GPSD 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, and all activities under this agreement shall be subject to, all applicable Federal, State of Mississippi, and Local laws and regulations, as now existing and as may be amended or modified.

## **6. INDEPENDENT CONTRACTOR**

The Contractor shall perform all services as an independent contractor and shall at no time act as an agent for the State of Mississippi or the Greenville Public School District. No act performed or representation made, whether oral or written, by contractor with respect to third parties shall be binding on the GPSD.

## **7. COPYRIGHTS**

Contractor (i) agrees that the Greenville Public School District shall determine the disposition of the title to and the rights under any copyright by Contractor or employees on copyrightable material first produced or composed under this agreement, and (ii) hereby grants to the Greenville Public School District a royalty free, nonexclusive, irrevocable license to reproduce, translate, publish, use and dispose of, 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 or 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 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 received 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 State 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. Regarding Public Access to Public Records.

## **9. EXCEPTIONS TO CONFIDENTIAL INFORMATION**

Contractor and the GPSD 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 GPSD 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. PROCUREMENT REGULATIONS**

The contract shall be governed by the applicable provisions of the local, state, and/or federal regulations, a copy of which is available at Greenville Public School District, 412 South Main Street, P.O. Box 1619, Greenville, MS 38702 for inspection.

## **12. REPRESENTATION REGARDING CONTINGENT FEES**

The Contractor represents that it has not retained a person to solicit or secure a GPSD contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in the Contractor's bid or proposal.

## **13. REPRESENTATION REGARDING GRATUITIES**

The bidder, offeror, or Contractor represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 7-204 (Gratuities) of the Mississippi Personal Service Contract Procurement Regulations.

## 14. AVAILABILITY OF FUNDS

It is expressly understood and agreed that the obligation of the GPSD 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 are 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 GPSD, the GPSD shall have the right upon ten (10) working days written notice to the Contractor, to terminate or modify this agreement without damage, penalty, cost or expenses to the state of any kind whatsoever. The effective date of termination or modification shall be as specified in the notice of termination or modification.

## 15. STOP WORK ORDER

- (1) **Order to stop work.** The Greenville Public School District 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 Procurement Office of GPSD 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 cancelled 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 GPSD 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.

## 16. TERMINATION BY 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 Procurement Officer of GPSD 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 Procurement Officer of GPSD, 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 Procurement Officer of GPSD may procure similar supplies or services in a manner and upon terms deemed appropriate by the Procurement Officer of GPSD. 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 Procurement Officer of GPSD, the Contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of the Contractor in which the GPSD has an interest.
- (3) **Compensation.** Payment for completed services delivered and accepted by the GPSD shall be at the contract price. The GPSD may withhold from amounts due the Contractor such sums as the Procurement Officer of GPSD deems to be necessary to protect the GPSD against loss because of outstanding liens or claims of former lien holders and to reimburse the GPSD 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 Greenville Public School District 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 Greenville Public School District 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 GPSD under the clause entitled (in fixed-price contracts, "Termination for Convenience," in cost-reimbursement contracts, "Termination"). (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 GPSD, 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.

## 17. TERMINATION ON CONVENIENCE

- (1) **Termination.** The Greenville Public School District may, when the interests of the GPSD so require, terminate this contract in whole or in part, for the convenience of the GPSD. The Greenville Public



School District 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 Greenville Public School District 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.

## **18. PRICE ADJUSTMENT**

- (1) **Price Adjustment Methods.** Any adjustment in contract price pursuant to a clause in this contract shall be made in one or more of the following ways:
- (a) by agreement on a fixed price adjustment before commencement of the additional performance
  - (b) by unit prices specified in the contract
  - (c) by the costs attributable to the event or situation covered by the clause, plus appropriate profit or fee, all as specified in the contract
- (2) **Submission of Cost or Pricing Data.** The Contractor shall provide cost or pricing data for any price adjustment subject to the provisions of Section 3-403 (Cost or Pricing Data) of the Mississippi Personal Service Contract Procurement Regulations.

## **19. COMPLIANCE WITH MISSISSIPPI EMPLOYMENT PROTECTION ACT**

Contractor/Seller represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act (Senate Bill 2988 from the 2008 Regular Legislative Session) 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. Contractor/Seller agrees to maintain records of such compliance and, upon request of the State, to provide a copy of each such verification to the State. Contractor/Seller further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. Contractor/Seller understands and agrees that any breach of these warranties may subject Contractor/Seller 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, or (b) the loss of any license, permit, certification or other document granted to Contractor/Seller 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, Contractor/Seller would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit."

## **20. 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.

## **21. BOARD APPROVAL**

It is understood that this contract is void and no payment shall be made in the event that the Greenville Public School District Board does not approve this contract.

## **22. DEBARMENT AND SUSPENSION CERTIFICATION**

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](http://www.epls.gov).

## **23. D-U-N-S NUMBER/CCR**

The Vendor) is required to provide the Greenville Public School District with their unique Dun & Bradstreet Data Universal Numbering System D-U-N-S number. The Vendor is also required to register with the Central Contractor Registration.

Greenville Public School District  
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 or Request for Proposal

## INTENT TO SUBMIT PROPOSAL FORM

Greenville Public School District

**(College & Career Readiness English/Language Arts, Math, and Science for Grades 3 – 8 and Algebra I, US History, English II, and Biology for Grades 9-12)**

The non-binding Intent to Submit Proposal Form must be submitted and received no later than 4:30 p.m., Central Standard Time (CST), Tuesday, September 8, 2020.

This form must be sent to the address below **or** emailed to [adwilliams@gville.k12.ms.us](mailto:adwilliams@gville.k12.ms.us):

Greenville Public School District  
Business Office  
412 South Main Street  
Greenville, MS 38701

Contractor: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

\_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

It is the contractor's intent to submit a proposal that meets the criteria set forth in this RFP.

\_\_\_\_\_  
Signature of Contact Person

\_\_\_\_\_  
Date



## **TENTATIVE TIMELINE**

### **PROFESSIONAL SERVICES**

August 30, 2020 (Sunday):	Release RFP
August 30, 2020 (Sunday):	Advertisement of RFP via Website, Etc.
September 8, 2020 (Tuesday):	Deadline for Intent to Submit Proposal Form
September 8, 2020 (Tuesday):	Deadline for RFP Questions
September 9, 2020 (Wednesday):	Deadline to Post Responses to Questions to District Website
September 11, 2020 (Friday):	Deadline for Submitting Proposals, 4:30 P.M.
September 14, 2020 (Monday):	Evaluation of Proposals
September 22, 2020 (Tuesday):	Contract Submitted to Greenville Public School District Board of Trustees
September 24, 2020 (Thursday):	Notification of Awards
October 1, 2020 (Thursday):	Contract Start Date (The contract will become effective on the date it is signed by all parties and will end no later than April 9, 2021. All service days will occur between the contract start date and the beginning date of the state assessment administration.)
April 9, 2021 (Friday):	Contract End Date