

February 23, 2024

To Whom it May Concern:

Proposals for “**Professional Development Services**”, as listed on the attached sheet will be received in Tate County School District located at 574 Parkway Street, Coldwater, Mississippi until **9 a.m. (CST) Thursday, April 11, 2024**.

Tate County School District, in accordance with Section 36-1-13 of the Mississippi Code, annotated, is now soliciting bid proposals for the following items:

Electronic proposals can be submitted at [www.centralbidding.com](http://www.centralbidding.com). For any questions relating to the electronic process, please contact Central Bidding at 225-810-4814.

Professional Development Services RFP is on file at the Central Office. To receive a copy of the RFP please contact Molly Berry by email: [mberry@tcsdms.org](mailto:mberry@tcsdms.org). The RFP may also be downloaded at [www.centralbidding.com](http://www.centralbidding.com) for a fee. All proposals must comply with the specifications, as necessary and agree to notify all having requested proposals packets.

Tate County School District reserves the right to refuse any and all bids. Sealed bids must be received by **9 a.m. (CST) Thursday, April 11, 2024**, at which time bids will be opened. No bids will be opened if they are received late. Bid specifications will be available upon request. All bids may be delivered electronically through the Central Bidding link, mailed, or delivered by hand sealed (no emails will be accepted) to:

For mailed proposals, the following address should be used:

Tate County School District  
Attn: Molly Berry, Director of Curriculum, Instruction, and Assessment  
574 Parkway St.  
Coldwater, MS 38618

Proposal envelopes should be sealed and clearly marked “**Professional Development Services.**”

Published: March 20, 2024 and March 27, 2024

Sincerely,

Molly Berry  
Director of Curriculum, Instruction, and Assessment

## PROPOSAL

Superintendent  
Tate County School District  
574 Parkway Street  
Coldwater, MS 38618

To Whom it May Concern:

Having examined the specifications outlined on the attached sheets, my firm agrees to furnish and deliver items and provide services according to your specifications and instructions at the indicated prices. We/I, the undersigned understand and accept the instructions and conditions under which this proposal is being submitted.

This proposal consists of a Proposal, Conditions/Specifications and Proposal Summary Sheets. We/I understand that a company officer's signature is required on each form and unless this has been done, our proposals may be considered incomplete and therefore rejected. Also, included is a list of school district references and other information required.

FIRM: \_\_\_\_\_ BY: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ TITLE: \_\_\_\_\_

STATE: \_\_\_\_\_ TELEPHONE: \_\_\_\_\_

DATE: \_\_\_\_\_

## **CONDITIONS/SPECIFICATIONS**

The Tate County School District, Coldwater, Mississippi, will receive sealed proposals in the Central Office Building until **9 a.m. (CST) Thursday, April 11, 2024**. The Superintendent reserves the following rights:

1. To appoint or authorize a person or persons to evaluate bids/proposals act and make decisions on matters pertaining to proposals.
2. To reject any and/or all proposals of any groups thereof and waive any informalities.
3. To adjust quantities of supplies and services involved under any item in accordance with the unit price submitted as part of the proposal.

The above proposals will be opened in the Tate County School District, 574 Parkway Street, Coldwater, Mississippi, at **9 a.m. (CST) Thursday, April 11, 2024**. All proposals shall be submitted to this address on or before the above time and date. Envelopes containing proposals shall be plainly marked "**Professional Development Services.**" Any notations appearing on the outside of envelopes containing the sealed proposals that are intended to amend the proposals in any manner will not be considered.

No proposals may be withdrawn for a period of thirty (30) days following the scheduled opening date.

Suppliers must be licensed to do business in the State of Mississippi. Non resident and resident bidders shall attach written notice to this bid when preference statutes apply in the letting of public contract. A non-resident bidder domiciled in a state having laws granting preference to local contractors shall be awarded Mississippi contracts only on the same basis as the non-resident bidder's state awards contracts to Mississippi contractors. If non-resident bidders state grants preference where the bidder is domiciled, the non-resident bidders shall cite the statute and attach the following: (1) the address written by the bidder on the form furnished by the school district is the domicile of the bidder, (2) the absence of an attached written notice of preference verifies the bidder has no preference statutes, and (3) an attached notice to bid must be assessed by the school district prior to awarding a public contract.

## **PRICES**

Prices, unless otherwise specified, shall be NET including transportation and handling charges fully prepaid by vendor to Tate County School District, Coldwater, Mississippi. Cash discounts will be considered and time will be counted from the date of acceptance. Prices must be shown on the proposal. All proposals must be FIRM PRICES, free of any escalator clauses. Prices must include all taxes. Tate County School District will furnish tax-exemption certificates for State and Federal taxes where applicable.

## **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 will sign a verification form that indicates the service is rendered. One copy of the form must be provided to the Tate County School District Business Office with the contractor retaining one copy.

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 cancel in writing with 30 days notice if services provided in this proposal cannot be delivered.

## **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 Tate County School District harmless from such loss on account thereof.

## **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 Tate County School District.

(d) Employers' Liability: \$ 100,000.00 Each Accident; \$500,000.00 Disease Policy Limit; \$ 100,000.00 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.)

## **DAMAGE CAUSED BY SUCCESSFUL BIDDER**

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

## **STANDARD OF QUALITY**

This proposal requires professional development services. If there are other companies providing other items equal in quality and compatible with existing items in lieu of that mentioned, **a complete description must be submitted** prior to proposal opening. The essential features of the items mentioned shall be provided in the items furnished, and Tate County School District shall be the sole judges as to whether or not the items offered are equal to that specified.

## **CONTRACTS**

The contract that will be issued to the successful vendor must include all of the following provisions due to the funding being from federal sources.

- 1) A clear description of the services to be performed or goods to be delivered
- 2) When the services are to be performed or goods delivered
- 3) Where the services are to be performed or goods delivered
- 4) Requirement for vendor's compliance with the Mississippi Employment Protection Act as required by (Senate Bill 2988 from the 2008 Regular Legislative Session)
- 5) Contractor's debarment and suspension certification or Districts may verify a contractor's status by searching the Excluded Party List System website at: [www.epls.gov](http://www.epls.gov)
- 6) Contractual provisions as required by EDGAR Section 80.36(i) which include the following:
  - a) Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate
  - b) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement (All contracts in excess of \$10,000)

c) Compliance 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 in Department of Labor regulations (41 CFR chapter 60)

d) Compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3)

e) Awarding agency requirements and regulations pertaining to copyrights and rights in data.

f) Access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions

g) Retention of all required records for at least three years after grantees or subgrantees make final payments and all other pending matters are closed

h) Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15)(Contracts, subcontracts, and subgrants of amounts in excess of \$100,000)

i) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871) 7) American Recovery and Reinvestment Act (ARRA) terms and conditions, if applicable.

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 \_\_\_\_\_

Professional Development  
Request for Proposals for  
Professional Development Services for Tate County School District

Tate County School District  
574 Parkway St.  
Coldwater, MS 38618

March 20, 2024

Request of Proposals  
For Professional Development Services

I. Overview of Services

- a. The Tate County School District (TCSD) is soliciting written proposals from potential service providers to provide expert services related to curriculum implementation and instructional support for classroom teachers and administrators. The purpose of this proposal is to provide job embedded professional development and on-site consultation to students, teachers and administrators during the 2024-25, 2025-26, and 2026-27 school terms. Professional development activities must be specifically designed to increase the academic success of all sub-groups of the students measured by the annual assessments. These services shall be provided to TCSD during the 2024-2025, 2025-2026, and 2026-2027 school terms. Renewal of services each year will depend upon a satisfactory evaluation.

Consultants shall provide services during the 2024-2025, 2025-2026, and 2026-2027 school terms in TCSD elementary and secondary schools to support school wide reforms. These reforms include but are not limited to:

- A. Literacy (K-12; foundational reading skills K-3, ELA content 4-12, vocabulary)
  - B. Online learning and modified learning with transitions between both
  - C. Administration and pipeline to future administrators
  - D. Reading K-3 and in content areas
  - E. Classroom management/motivating students/improving student behavior
  - F. Best practices in instruction for all students including EL and SPED
  - G. Differentiated Instruction
  - H. Effective implementation of Mississippi College and Career Readiness Standards and Mississippi Curriculum Frameworks
  - I. Writing Strategies
  - J. Using Data effectively to grow students
  - K. Technology Strategies
  - L. Developing Quality Assessments
  - M. New Teacher
  - N. Student Support
- b. TCSD seeks qualified consultants who have prior successful experience in these areas to enhance the instructional program at Strayhorn Elementary and High School, Coldwater Elementary School, East Tate Elementary School and Independence High School.
- c. Proposals meeting the requirements below are due to TCSD by **9 a.m. (CST) Thursday, April 11, 2024**. Services through this proposal will be funded in whole or in part by federal funds, state funds, district funds, and any funds provided by federal, state, or local.

II. Background

- a. TCSD serves approximately 2,100 students in grades K-12. The district contains 3 elementary schools with grades K-6 and 2 high schools with grades 7-12.
- b. TCSD uses a variety of curricular materials and strategies to enhance its instructional program. TCSD is committed to preparing each and every student for higher education and success in the 21<sup>st</sup> century.



### III. Scope of Services

- a. Components of the consultants' work include, but are not limited to:
  - i. Guide administrators in their role in curriculum implementation and supervision.
  - ii. Model lessons and debrief with school and district staff
  - iii. Provide job embedded professional development for differing instructional strategies, classroom management, and using data to improve instruction
  - iv. Model best instructional practices to improve all MAAP scores
- b. Components of the company's work includes the company's capacity to provide consultants required to provide job-embedded professional development which is research and evidenced based for identified areas of need the following areas:
  - i. School Leadership
  - ii. Mathematics
  - iii. ELA
  - iv. US History
  - v. Science
  - vi. Dual Enrollment/Advanced Placement courses
  - vii. ACT
  - viii. School Improvement
- c. The consultant is expected to:
  - i. Work with the TCSD staff to implement effective, instructional processes
  - i. Work with TCSD staff to meet annual performance targets and desired outcomes
  - iii. Carry out implementation and professional development in a timely fashion
  - iv. Provide all necessary materials for consultants while on our campuses including but not limited to: copies for participants, technology, equipment, etc.
  - v. Prepare reports that reflect daily service outlining actions taken and recommendations to be submitted to the Superintendent and the Professional Development Director.
  - vi. Complete a daily signature sheet to be submitted for the day of service rendered.
  - vii. Discuss quarterly with the Professional Development Director to review progress.
  - viii. Provide student support
- d. The content from the consultant
  - i. Must be focused professional development on content that teachers need for instruction at the appropriate grade level. Alignment to the Mississippi Frameworks and the MS College and Career Readiness Standards must be well defined.
  - ii. Must be based on a review of evidenced-based scientific research.

### IV. Time Frame

- a. Projected key dates are as follows for submitting proposal:
  - i. March 20, 2024 – RFP is available to prospective consultants
  - ii. April 11, 2024 – Proposals due by 9 am
  - iii. April 11, 2024 – Proposals opening at 9 am
- b. The length of the contract is one (1) year with possible renewal annually and will become effective on the date it is signed by all parties and will end no later than June 30, 2025. TCSD 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 TCSD, taking into consideration the price and the evaluation factors set forth in the RFP.

## V. Consultant Capabilities/Specifications

- a. At a minimum, consulting firm should have a record of experience in:
  - i. Working with other school districts in Mississippi to implement and provide professional development in curriculum implementation, instruction, and intervention strategies.
  - ii. Carrying out projects on an approved schedule.
  - iii. Consultants should have documented expertise in the area of their work's focus
- b. Familiarity with TCSD is a notable asset.

## VI. Submission Requirements

- a. The proposal should include the following documents that address the below (All will be ranked on one rubric) in the order outlined:
  - i. Teacher and Leadership Professional Development
    - A. Proposal Cover Sheet Completed with Signatures
    - B. A narrative section to address the following topics:
      - a. Proposed approach/plan and overview of scientifically and evidenced based methods to carry out the *Scope of Services*
      - b. Plan includes a detailed timeline of services for implementation of plan
      - c. Company's ability or approach to support the goals and expectations of the TCSD
      - d. Description of how company has altered delivery of services due to the changes of the education environment since COVID-19
      - e. Description of how your company will identify and target learning loss from COVID-19
      - f. Description of how the plan can be sustained beyond the life of the plan. At the conclusion of the professional development all participant materials (e.g., handouts, activities, etc.), facilitator notes, and any other necessary components needed to replicate the professional development will be provided.
      - g. Company's capacity to provide consultants required to provide job-embedded professional development
      - h. Qualifications of company
        - i. Age of company and average number of employees over the past three years
        - ii. 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 two years with success in Mississippi
        - iii. Abilities, qualifications, and experience of all persons who would be assigned to provide the required services
    - I. Key personnel who will be involved in the project with resumes attached
    - j. Detailed pricing plan per day
    - K. Plan addresses lead partner's processes for adjusting staff and/or activities that do not meet the needs of TCSD.
  - C. Attachments should include
    - a. Resumes of key personnel
    - b. Three current letters of reference from previous clients that specifically relate to school improvement within Mississippi.
    - c. Signed assurances

- d. Signed Prospective Contractor's Representation Regarding Contingent Fees
  - e. Proposal must include a statement identifying the vendor's debarment status.
- b. Deadline: Proposals are due to TCSD by **9 a.m. (CST) Thursday, April 11, 2024.**  
Proposals will not be accepted after the deadline.
- c. Incomplete proposals will not be accepted and cannot be returned for revisions.
- d. Number of Copies:
  - i. Six copies are to be submitted.
- e. Mail proposals to:
  - i. Tate County School District  
ATTN: Molly Berry  
574 Parkway St.  
Coldwater, MS 38618
  - ii. Upon receipt, the sealed proposals will be signed and dated. The applicant is responsible for ensuring that the competitive proposal is delivered by the required time and assumes all risk of delivery.
  - iii. All bids may be delivered electronically through Central Bidding (no email will be accepted), mailed or delivered by hand sealed to Tate County School District Office.

#### VII. Communications Regarding the RFP

- a. Address questions to: Molly Berry at [mberry@tcsdms.org](mailto:mberry@tcsdms.org)
- b. All questions regarding the RFP are to be submitted, in writing. The deadline for submission of written questions is April 3, 2024, at 12:00 pm. All responses to written questions and changes to specification requirements will be communicated via email to person submitting questions
- c. All questions, comments, and requests for clarifications must be in writing. Any oral communications shall be considered unofficial and non-binding.
- d. Only written response to written communication shall be considered official and binding upon TCSD. TCSD reserves the right, at its sole discretion, to determine appropriate and adequate responses to the written comments, questions, and requests for clarification.
- e. All addendums and/or any other correspondence (general information, questions and responses) to this RFP will be made available exclusively through emails provided on the Intent to Submit Proposal Forms.

#### VIII. General Information

- a. 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.
- b. Conditions of Solicitation – The release of the RFP does not constitute an acceptance of any offer, nor does such release in any way obligate TCSD to execute a contract with any other party. The offeror shall assure compliance with the following conditions of solicitation:
  - i. Any proposal submitted in response to the RFP shall be in writing.
  - ii. TCSD will not be liable for any costs associated with the preparation of proposals or negotiations of contract incurred by any party.
  - iii. 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 TCSD

C. Successful negotiation of any changes to the proposal as required by TCSD

D. TCSD Superintendent and Board approval.

iv. Likewise, TCSD 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 a proposal 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.

v. TCSD reserves the right to cancel this solicitation when it is determined in writing to be in the best interest of the district by TCSD.

vi. Offerors shall acknowledge receipt of any amendment to the solicitation by signing and returning the amendment with the proposal, by identifying the amendment name and date in the space provided for this purpose on the letter. The acknowledgment must be received by TCSD by the time and at the place specified for receipt of proposals

c. Rejection of Proposals – TCSD reserves the right to reuse for any reason deemed to be in the district's best interest any and/or all proposals submitted under this RFP.

i. TCSD reserves the right to award the entire proposal to one vendor.

ii. TCSD reserves the right to award the proposal (or portions) to more than one vendor.

iii. TCSD will reject proposals if:

A. The proposal contains unauthorized amendments to the requirements of the RFP.

B. The proposal is conditional.

C. The proposal is not signed by an authorized representative of the company.

D. The proposal contains false or misleading statements or references that make the proposal indefinite or ambiguous.

E. The company is determined to be non-responsive.

F. The proposal price is clearly unreasonable.

G. Proposals that do not include the required number of proposals will not be evaluated.

d. Waivers - TCSD reserves the right to waive any defect, irregularity or informality in any proposal procedure. An irregularity is a variation of the RFP, which does not affect the price of the proposal, or give one party an advantage or benefit not enjoyed by other parties, or adversely impacts the interest of TCSD. 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.

e. Exceptions to Awarding Proposals – TCSD reserves the right to reject any and all proposals, to negotiate with the best proposed company to address issues other than those described in the proposal to award a contract to other than the lowest offer, or not to make any award if it is determined to be in the best interest of TCSD. The final decision to execute a contract with any party rests solely with TCSD.

f. Disposition of Proposals – All submitted proposals become the property of TCSD and will not be returned to company.

g. Evaluation of Proposals – The proposals will be evaluated and scored based on the criteria below:

- i. Efficacy of Plan – 30 points
- ii. Evaluation of Plan – 15 points
- iii. References and Experience – 30 points
- iv. Demonstration of Need and Research-Based – 15 points
- v. Budget and Cost Effectiveness – 10 points
- h. Awarding the Contract – The contract shall be awarded to the vendor whose proposal is deemed by TCSD or the selection committee to best provide the services desired, taking into account the requirements, terms, and conditions contained in the request for proposals and the criteria for evaluating the proposals and is approved by TCSD School Board.

Responsibilities of TCSD:

- i. Provide a contact person to work with the company to ensure quality control
- ii. Review and approve timeframes and work plans
- iii. Provide available information to assist the company
- iv. Availability of Funds – The contract award under this RFP is contingent upon the availability of funds to TCSD for this project. In the event funds are not available, any contract resulting from this RFP will become void.
- v. Contract Agreement – The successful company may be required to enter into an Agreement with TCSD Board 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 proposer shall serve as a contract.
- vi. Cancellation of Contract – TCSD reserves the right to cancel the contract, at any time, with thirty days prior written notice.
- vii. Insurance Requirements – The awarded company shall maintain professional liability insurance, which covers the services to be provided pursuant to the contract between TCSD and the company. The minimum limit of liability shall be \$1,000,000 per claim and \$1,000,000 in the aggregate. The aggregate shall apply separately to each project on which the consultant is working. The company further agrees to maintain at its own expense worker's compensation and employer's liability insurance, which insures all employees of the company. The workers' compensation insurance shall comply with all workers' compensation laws and regulations in the state of Mississippi. The employer's liability insurance shall contain limits of liability of not less than \$100,000 for each accident, disease each employee, and disease policy limit. The company agrees to waive any right to claim against the TCSD, their employees, agents, and officers for any losses, damages and expenses arising out of the services in the Agreement between TCSD and the company.

IX. Standard Terms and Conditions

a. Applicable Law

The contract shall be governed by and constructed 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. 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.

b. Assignment

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

c. Authority to Contract

Contractor warrants (a) that 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 or 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.

d. Attorney Fees and Expenses

Subject to other terms and conditions of this agreement, in the event Contractor defaults in any obligations under this agreement, contractor shall pay to TCSD all costs and expenses (including, without limitation, investigative fees, court costs, and attorney's fees) incurred by TCSD in enforcing this agreement or otherwise reasonable related thereto. Contractor agrees that under no circumstances shall TCSD be obligated to pay any attorney's fees or costs of legal action to Contractor.

e. Compliance with Law

The Contractor understands that TCSD 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 the 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.

f. Independent Contractor

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

g. Authority to Contract

Contractor warrants (a) that it is validity organize 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 their agreement of any kind; and (d) notwithstanding any other provision of this agreement to the contrary, that there are no existing legal proceeding or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this agreement.

h. Disclosure of Confidential Information

In the event that either party to this agreement received notice that a third party request 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 which 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.

i. Contractor 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.

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

TCSD reserves the right to request changes in personnel assigned to the project. TCSD must pre-approve any changes in key personnel through the contract term. j.

#### 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.

#### k. Procurement Regulations

The Contractor is subject to all Federal and State procurement regulations applicable to the funding sources.

#### l. Representation Regarding Contingent Fees

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

#### m. Availability of Funds

It is expressly understood and agreed that the obligation of TCSD to proceed under this agreement is conditioned upon the appropriate 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 TCSD, then TCSD shall have the right upon thirty (30) working days written notice to the Contractor, to terminate or modify this agreement without damage, penalty, cost or expense to the district of any kind whatsoever. The effective date of termination or modification shall be as specified in the notice of termination or modification.

#### n. Background Checks

Contractor and/or its employees represents neither has ever been convicted or pled guilty or entered a plea of nolo contendere to a felony in any court of the state of Mississippi, another state, or in federal court in which public funds were unlawfully taken, obtained or misappropriated in the abuse or misuse of any office or employment or money coming into its hands by virtue of any office or employment. Contractor and/or its employees agree to an initial criminal background check to be performed as well as subsequent criminal background checks that may be necessary and all charges associated with these criminal background checks will be the responsibility of Contractors, if applicable. Any disqualifying information received from the criminal background check will render this agreement null and void.

#### o. Termination by Default

*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, TCSD 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 TCSD, 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, TCSD may procure similar supplies or services in a manner and upon terms deemed appropriate by TCSD. 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.

*Contractor's Duties* – Notwithstanding termination of the contract and subject to any directions from TCSD, the Contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of the Contractor in which TCSD has an interest.

*Compensation* - Payment for completed services delivered and accepted by TCSD shall be at the contract price. TCSD may withhold from the amount due the Contractor such sums as TCSD deems to be necessary to protect TCSD against loss because of outstanding liens or claims of former lien holders and to reimburse TCSD for the excess costs incurred in procuring similar goods and services.

p. Termination on Convenience

TCSD may, when the interest of TCSD so require, terminate this contract in whole or in part, for the convenience of TCSD. TCSD shall give written notice of thirty (30) days of the termination to the Contractor specifying the part of the contract terminated and when termination becomes effective.

q. Price Adjustment

Any adjustment in contract price pursuant to a clause in this contract shall be made in writing and signed by authorized persons of each party.

r. Anti-Assignment/Subcontracting

Contractor acknowledges that it was selected by TCSD to perform the services required hereunder based, in part, upon Contractor's special skills and expertise. Contractors shall not assign, subcontract, or otherwise transfer this agreement, in whole or in part, without the prior written consent of TCSD, which TCSD may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer of its obligations without such consent shall be null and void. No such approval by TCSD of any subcontract shall be deemed in any way to provide for the incurrence of any obligation of TCSD in an additional to the total fixed price agreed upon in this agreement. Subcontracts shall be subject to the terms and conditions of this agreement and to any conditions of approval that TCSD may deem necessary. Subject to the foregoing, this agreement shall be binding upon the respective successors and assigns of the parties.

s. 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 E-Verify Program, or any other successor electronic



verification system replacing the E-Verify Program. 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 begin 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 district due to contract cancellation or loss of license or permit."

t. 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.

u. Tate County School Board Approval

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

v. Unsatisfactory Work

If, at any time during the contract term, the service performed, or work done by the contractor is considered by the agency to create a condition that threatens the health, safety, or welfare of the citizens and/or employees of the state of Mississippi, Contractor shall on being notified by the Agency, immediately correct such deficient service or work.

w. Trade secrets, commercial and financial information

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

x. Right to Audit

Contractor shall maintain such financial records and other records as may be prescribed by TCSD or by applicable federal and state laws, rules, and regulations. Contractor shall retain these records for a. period of three years after final payment, or until they are audited by TCSD whichever event occurs first. These records shall be made available during the term of the contract and the subsequent three-year period for examination transcription, and audit by the Mississippi State Auditor's Office, its designees, or other authorized bodies.

y. Force Majeure

Each party shall be excused from performance for any period and to the extent that it is prevented from performing any obligation or service, in whole or in part, as a result of cause beyond the reasonable control and without the fault or negligence of such party and/or its subcontractors. Such acts shall include without limitations acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations, superimposed after the fact, fire, earthquakes, floods or other natural disasters ("force majeure events"). When such a cause arises, the Contractor shall notify TCSD immediately in writing of the cause of its inability to perform, how it affects its performance, and the anticipated duration of the inability to perform. Delays in delivery or in meeting completion dates due to force majeure events shall automatically extend such dates for a period equal to the duration of the delay caused by such events, unless TCSD determines it to be in the best interest to terminate this agreement.

aa. Indemnification

To the fullest extent allowed by law, Contractor shall indemnify, defend, save and hold harmless, protect and exonerate TCSD, its commissioners, board members, officers, employees, agents, and representatives, and the State of Mississippi from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of very kind and nature whatsoever including, without limitation, court costs, investigative fees and expenses, and attorney's fees, arising out of or caused by 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 upon approval of the Office of the Mississippi Attorney General, Contractor may be allowed to control the defense of any such claim, suit, etc. In the event Contractor defends said claim, suit, etc., Contractor shall use legal counsel acceptable to the Office of the Mississippi Attorney General. 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. Contractor shall not settle any claim, suit, etc. without the concurrence of the Office of the Mississippi Attorney General, which shall not be unreasonably withheld.

bb. Copyrights

Contractor agrees TCSD 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. Further, Contractor hereby grants to the TCSD 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 this agreement. This grant is 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 them solely because of such grant.

Contractor further agrees that all material produced and/or delivered under this contract will not, to the best of 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 Contractor's opinion be likely to become, the subject of any infringement claim or suit, Contractor shall procure their rights to such material or replace or modify the material to make it non-infringing.

cc. Independent Price Determination

Contractor certifies that the price submitted was independently arrived at without collusion.

dd. Information Designated by Contractor as Confidential

Any disclosure of those. Materials, documents, data, and other information which Contractor has designated in writing as proprietary and confidential shall be subject to the provisions of Mississippi Code Annotated 25-61-9 and 79-23-1. As provided in the contract, the personal or professional services to be provided, the price to be paid, and the term of the contract shall not be deemed to be a trade secret, or confidential commercial or financial information.

ee. Independent Contractor

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

ff. Legal and Technical Support

Contractor shall utilize its knowledge and understanding of applicable legal standards and comply with recognized professional standards and generally accepted measurement principles applicable to assessment and uses of the type described in this

contract, including but not limited to standards relating to validity and reliability. Contractor shall consult with TCSD concerning its implementation of the requirements of this section. In the event of a challenge in which the validity or 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), Contractor shall cooperate with TCSD and/or the State of Mississippi in the defense of the assessment and shall provide reasonable technical and legal support with regard to Contractor's activities under this contract without addition charges to TCSD or the State.

gg. Debarment and Suspension of 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 a 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 receive 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).

## RFP Scoring Rubric

Proposal Number \_\_\_\_\_ Company Name \_\_\_\_\_ Date \_\_\_\_\_

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

Area	Maximum Points	Reviewer's Points
<b>Efficacy of Plan</b> <ul style="list-style-type: none"> <li>• Project supports improved student achievement with intense job embedded professional development that is evidence-based and sustained within the classroom with students and teachers</li> <li>• Project enhances the ability of teachers to understand and utilize the Mississippi Curriculum framework and MS College and Career Readiness standards</li> <li>• Plan includes a detailed timeline of services</li> <li>• Plan addresses vendor's processes for adjusting vendor staff and/or activities that do not met the needs of TCSD</li> <li>• Project provides opportunities for on-going professional development</li> <li>• Plan for transition from traditional to online learning</li> </ul>	30	
<b>Evaluation Plan</b> <ul style="list-style-type: none"> <li>• Project includes measurable objectives and targets that describe progress towards meeting the goals and objectives established.</li> <li>• Project includes measurable objectives for improved student academic achievement.</li> </ul>	15	
<b>Demonstration of Need and Research-Based</b> <ul style="list-style-type: none"> <li>• Project provides evidence-based professional development activities.</li> <li>• Project addresses the results of a comprehensive assessment of teacher quality and professional development needs.</li> </ul>	15	
<b>References and Experiences</b> <ul style="list-style-type: none"> <li>• Plan includes full list of references with complete contact information and includes a minimum of three letters of reference from previous clients that specifically relate to the school improvement services of your organization</li> <li>• Plan provides specific evidence of vendor's experience in turning around situations</li> <li>• Plan details familiarity with Strayhorn Elementary and High School, Coldwater Elementary School, East Tate Elementary, and Independence High School.</li> </ul>	30	
<b>Budget and Cost Effectiveness</b> <ul style="list-style-type: none"> <li>• Budget relates to the scope and requirements of the project.</li> <li>• Budget includes all presentation materials to be supplied by vendor</li> <li>• Cost effectiveness ration determined by the relationship between the number of teachers served, the actual amount of teacher faculty instructional contact time, and the total cost of the program</li> <li>• A daily cost is set</li> </ul>	10	

Total \_\_\_\_ /100

Proposal Cover Sheet  
Professional Development Services

Name of Company: \_\_\_\_\_

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

Title: \_\_\_\_\_

Location of Company's Principal Place of Business: \_\_\_\_\_

\_\_\_\_\_

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

Mailing Address (if different from above): \_\_\_\_\_

\_\_\_\_\_

By my signature below, I hereby represent that I am authorized to and do bind the company 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 contained in the RFP. The undersigned is fully aware of the evaluation criteria to be utilized in awarding the contract.

\_\_\_\_\_

Authorized Signature Date

Proposal Due Date: April 11, 2024 9 am (CST)

Tate County School District  
Attention: Molly Berry  
574 Parkway St.  
Coldwater, MS 38618

**Prospective Contractor's Representation Regarding Contingent Fees**

Please check the appropriate response below.

The prospective contractor represents as a part of such contractor's 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.

\_\_\_\_\_  
Authorized Signature of Contractor Date

Title of Request for Proposal  
**Assurances and Signature Form**

In submitting this proposal, I certify that:

1. The organization will comply with applicable federal, state, and local policies and procedures.
2. Services will be provided under the supervision of highly qualified teachers and/or administrators.
3. The organization will maintain professionalism and confidentiality.
4. The organization is fiscally sound and will be able to complete services to the local educational agency.
5. The organization will ensure that the services provided are aligned with the Mississippi College and Career Readiness Standards.
6. The organization will comply with applicable federal, state, and local health, safety, and civil rights laws.
7. Provisions that subject all individuals employed by or otherwise associated with the approved provider, including volunteers, support staff, etc., who have direct contact with students to the fingerprint and criminal history record check contained in law, including, Education Laws 305(30), 1125(3), 1604(39), 1709(39), 1804(9), 2854(3)(a-2), 2854(3)(a-3), and 3035. 8. All services will be secular, neutral, and non-ideological.
9. The organization will provide the local educational agency with information regarding implementation of proposal initiatives in increasing achievement, in a format, and to the extent practicable, a language or other mode of communication such that district personnel, parents/legal guardians, and community members can understand.

The undersigned hereby certifies that I am an individual authorized to act on behalf of the organization in submitting this application and assurances. I certify that all of the information provided herein is true and accurate, to the best of my knowledge. I understand that the discovery of deliberately misrepresented information contained herein may constitute ground for denying the applicant's request for approval.

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Name of Organization

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Printed Name of Authorized Representative

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Signature of Authorized Representative Date

**INTENT TO SUBMIT PROPOSAL FORM**

**Tate County School District**

**Professional Development Services**

This is a non-binding Intent to Submit Proposal Form.

This form must be sent to:

Tate County School District

Attn: Molly Berry

662-562-5861

Fax: 662-662-7402

574 Parkway St.

Coldwater, MS 38618

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

**If this form is faxed, please call Ms. Calandra Bobo at 662-562-5861 to verify the receipt of the fax.**