REQUEST FOR PROPOSALS

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Comprehensive Early Learning Assessment/Screener

**[RFx 3120001691]**

**The Mississippi Department of Education**

**Office of Early Childhood**

**359 North West Street, Suite #205**

**Jackson, Mississippi 39201**

Contact: Jill Dent, Ph.D.

Phone: 601-359-2932

Fax: 601-359-2040

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Table of Contents

[1. REQUEST FOR INFORMATION 2](#_Toc4417539)

[2. DUE DATES FOR PROPOSALS 2](#_Toc4417540)

[3. RESPONSIBILITY OF THE OFFEROR 3](#_Toc4417541)

[4. SCOPE OF WORK AND RESPONSIBILITIES 4](#_Toc4417542)

[5. TIME FRAME 7](#_Toc4417543)

[6. TYPE OF CONTRACT 7](#_Toc4417544)

[7. CONTRACTOR DELIVERABLES 7](#_Toc4417545)

[9. THE MISSISSIPPI DEPARTMENT OF EDUCATION 11](#_Toc4417546)

[10. MANAGEMENT RESPONSIBILITIES OF PERSONNEL AND ADMINISTRATION 11](#_Toc4417547)

[11. TERMINATION IN EVENT OF EMPLOYMENT 11](#_Toc4417548)

[12. MEMORANDUM OF UNDERSTANDING 11](#_Toc4417549)

[13. ETHICS 11](#_Toc4417550)

[14. AVAILABLE BUDGET 12](#_Toc4417551)

[15. FORMAT AND PROCEDURE FOR DELIVERY OF PROPOSAL 12](#_Toc4417552)

[16. ACCEPTANCE OF PROPOSALS 14](#_Toc4417553)

[17. REGISTRATION WITH MISSISSIPPI SECRETARY OF STATE 14](#_Toc4417554)

[18. REJECTION OF PROPOSALS 14](#_Toc4417555)

[19. DISPOSITION OF PROPOSALS 15](#_Toc4417556)

[20. CONDITIONS OF SOLICITATION 15](#_Toc4417557)

[21. QUALIFICATIONS 16](#_Toc4417558)

[22. CRITERIA FOR EVALUATION OF PROPOSALS 17](#_Toc4417559)

[23. POST-AWARD VENDOR DEBRIEFING 19](#_Toc4417560)

[24. RIGHT TO PROTEST 19](#_Toc4417561)

[25. ACKNOWLEDGEMENT OF AMENDMENT 20](#_Toc4417562)

[26. NOTICE OF INTENT TO AWARD 20](#_Toc4417563)

[27. STANDARD TERMS AND CONDITIONS 21](#_Toc4417565)

REQUEST FOR PROPOSALS

The Mississippi Department of Education

Comprehensive Early Learning Assessment/Screener (CELA/S)

The Mississippi Department of Education (MDE) through the Office of Early Childhood (OEC) is soliciting competitive written proposals from qualified vendors for a comprehensive early learning assessment/screener.

## REQUEST FOR INFORMATION

Questions concerning the RFP should be sent to: jdent@mdek12.org.

The deadline for submitting written questions by email is April 23, 2019 at 5:00 p.m. Copies of all questions submitted and the responses will be posted to the MDE’s website [www.mdek12.org](http://www.mdek12.org) under the Public Notices section and will be available to the general public on Friday, April 26, 2019. **Questions and answers will become part of the final Contract as an attachment. Written responses provided for the questions are binding.**

## DUE DATES FOR PROPOSALS

The sealed proposals shall be received by 5:00 p.m. Central Time (CT) on Friday, May 17, 2019 at the following address based upon the delivery method used:

**2.1 INSTRUCTIONS FOR DELIVERY**

Proposal shall be submitted in writing and be submitted in three-ring binders with components of the solicitation clearly tabbed. The Offeror shall submit binders as follows:

1. One (1) binder for an **unredacted** version of the proposal marked original. The **unredacted** copy of the proposal must be received with vendor identifying information and will be for the use and files of the MDE only.
2. Five (5) binders of the **redacted** version of theproposal marked evaluation. The **redacted** copies must be received in two (2) parts. The Technical Factors must be received **without** identifying information in **Part I, Part II, and Part III.** The Management and Cost Factors must be received **with** identifying information in **Part IV, Part V, and Part VI**.(See Section 14 Format and Procedure for Delivery of Proposals on page 12)
3. In addition, one (1) USB shall clearly mark the name of the vendor and provide a single document in a searchable Microsoft Word or Adobe Acrobat (PDF) format according to the instructions above for the **redacted** version.

**Hand Deliver Proposals to**: **Monique Corley** Office of Procurement

The Mississippi Department of Education

Comprehensive Early Learning Assessment/Screener (CELA/S)

Central High School, Suite 307

359 North West Street Jackson, MS **(DO NOT OPEN)**

**Mail or Ship Proposals to**: **Monique Corley** (**FedEx UPS, etc.)** Office of Procurement

The Mississippi Department of Education

Comprehensive Early Learning Assessment/Screener (CELA/S)

359 North West Street

Jackson, MS 39201

**(DO NOT OPEN)**

The person designated to create the Register of Proposals shall create a list of all Offerors to present to the Evaluation Committee for conflict of interest certification purposes. This list shall only include the name of the Offeror without any corresponding identifying information which would affect the blind evaluation of factors not requiring knowledge of the name of the Offeror.

**Restrictions on Communications with the Office of Procurement**

From the issue date of this solicitation until a Contractor is selected and the Contract is signed, Offerors and/or their representatives are not allowed to communicate with any Office of Procurement staff regarding this procurement.

## RESPONSIVENESS AND RESPONSIBILITY OF THE OFFEROR

* Ensure that competitive proposals are delivered to the Office of Procurement by the deadline and assumes all risks of delivery.
* At the time of receipt of the proposals, the proposals will be date stamped and recorded in the Office of Procurement.
* Proposals and modifications received in the room after the time designated in the RFP shall be considered **late** and will not be considered for award.
* Incomplete proposals will not be evaluated and will not be returned for revisions. No faxed or emailed copies will be accepted.
* Proposals that do not include the required number of copies will not be evaluated.
* The proposal transmittal form and all required forms must be signed by an authorized official in an original signature to bind the offeror to the proposal provisions and must be included.
* The Offeror is responsible for ensuring that the Technical Factors shall have no identifying information, logos, watermarks, etc. If this is not followed then that Offeror will be immediately rejected as non-responsive
* The Offeror is responsible for providing one complete kit of the assessment/ screener for review with the proposal.

## SCOPE OF WORK AND RESPONSIBILITIES

The Mississippi Department of Education is seeking proposals for a Comprehensive Early Learning Assessment/Screener (CELA/S).

Schools providing services to pre-kindergarten (pre-k) aged children will receive an annual evaluation to ensure the effectiveness of services for improving children’s learning and well-being. Early Learning Collaboratives (collaborative) and other Pre-K classrooms (e.g. Title I, local-funded, tuition-based) in Mississippi public schools must be evaluated annually.

The current evaluation system consists of two parts, rate of readiness and monitoring.

The rate of readiness is a score assigned to each site through completion of specific evaluation tools that assess how children grow academically and developmentally throughout a school year and how the classroom environment and teaching practices support children’s learning. A site score is comprised of the sum of sub-scores from the following tools:

• The Mississippi Kindergarten Readiness Assessment

• A Comprehensive Early Learning Assessment (CELA)

• Classroom Assessment Scoring System (CLASS)

The Mississippi Department of Education is seeking proposals for a comprehensive early learning assessment/screener as part of an annual evaluation to assess the effectiveness of pre-kindergarten (pre-k) classrooms.

The National Association for the Education of Young Children and the National Association of Early Childhood Specialists in State Departments of Education take the position that policy makers, the early childhood profession, and other stakeholders in young children’s lives have a shared responsibility to:

* construct comprehensive systems of curriculum, assessment, and program evaluation guided by sound early childhood practices, effective early learning standards and program standards, and a set of core principles and values: belief in civic and democratic values; commitment to ethical behavior on behalf of children; use of important goals as guides to action; coordinated systems; support for children as individuals and members of families, cultures, and communities; partnerships with families; respect for evidence; and shared accountability.
* implement curriculum that is thoughtfully planned, challenging, engaging, developmentally appropriate, culturally and linguistically responsive, comprehensive, and likely to promote positive outcomes for all young children.
* make ethical, appropriate, valid, and reliable assessment a central part of all early childhood programs. To assess young children’s strengths, progress, and needs, use assessment methods that are developmentally appropriate, culturally and linguistically responsive, tied to children’s daily activities, supported by professional development, inclusive of families, and connected to specific, beneficial purposes:

(1) making sound decisions about teaching and learning,

(2) identifying significant concerns that may require focused intervention for individual children, and

(3) helping programs improve their educational and developmental interventions.

**Criteria Setting**

Members of the Mississippi Department of Education Early Childhood Task Force have established priorities for assessing and monitoring children’s development. The identified priorities are as follows:

**Purpose:** MDE will use this tool to:

1. Provide teachers with information to drive instruction
2. Identify need for additional screening, including health screenings
3. Provide information to families

**Content:** MDE will use the tool to measure development and growth over time in the following domains:

1. Social & Emotional Development
2. Language Development
3. Cognition & General Knowledge
4. Physical Well-being & Motor Development
5. Approaches to Learning

**Process:** Considerations for use of the tool

1. Time and Ease of Use
   1. Can be conducted in 20 minutes or less, and point to additional, longer screenings/assessments if necessary.
   2. Teacher can administer with minimal training. Scoring should be completed via both electronic and paper/pencil methods.
   3. The tool will be administered in the fall and spring to measure growth.
2. Reliable and Valid for:
   1. Populations including children in high-poverty conditions and rural locations.
   2. Different languages including English, Spanish, and Vietnamese.
3. Age Range
   1. Measures development for children from birth to age eight.
   2. Track growth and outcomes over time.
4. Background Information
   1. Family survey and observation components, including basic medical history (i.e., premature birth, surgeries, etc.).
5. Expected Products
   1. Family-friendly report
   2. Instructional planning report for teacher
6. Online Data Collection and Reporting
   * 1. Data collected must be easily exported for ad hoc reporting.
     2. Reporting ability for administrative purposes allowing for analysis of school/site data.

The tool selected shall meet all of the above criteria, to the greatest extent possible.

Schedule of Deliverables & Provide Calendar of Events

Year 1 – September 5, 2019 – June 30, 2020

* This product will be available for use immediately and will be available to ship to schools in September 2019.
* Training should be delivered in September/October 2019.
* Reports should be customized and ready for use, if needed, by November 2019.
* Data collection system should be available by October 2019.
* Staff will be responsive to requests made by the OEC within 24 hours of requests.

Year 2 – July 1, 2020 – June 30, 2021

* Products will be available for use for the 2020 - 2021 school year and will be available to ship to schools in July 2020.
* Data collection system should be available by July 2020.

Year 3 – July 1, 2021 – June 30, 2022

* Products will be available for use for the 2021 - 2022 school year and will be available to ship to schools in July 2021.
* Data collection system should be available by August 2021.

Year 4 – July 1, 2022 – June 30, 2023

* Products will be available for use for the 2022 - 2023 school year and will be available to ship to schools in July 2022.
* Data collection system should be available by August 2022.

Year 5 – July 1, 2023 – June 30, 2024

* Products will be available for use for the 2023 - 2024 school year and will be available to ship to schools in July 2023.
* Data collection system should be available by August 2023.

This product **shall** be a commercial off the shelf (COTS) product and ensure reliability with a proven research base that shall be able to show evidence of measuring student growth and development. The budget does not include funds for product development. COTS products will only be considered if there are examples of previous implementation in a large-scale (district and/or statewide) setting. Identify the number of districts/states the offeror has implemented the tool, how many schools in the districts/state use the tool, how many teachers use the tool, and how many children the system is supporting in each identified district/state.

## TIME FRAME

The anticipated initial contract period will be from September 5, 2019 through June 30, 2020 with four (4) optional one-year renewals for a total of no more than 60 months.

Renewal of contract for subsequent years will be determined annually and shall be contingent upon successful completion of the services in the preceding year’s contract and a performance-based evaluation.

A contract will be awarded to the vendor whose proposal is determined to be the most advantageous to the State, taking into consideration the price and the evaluation factors set forth in the RFP.

## 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.

## CONTRACTOR DELIVERABLES

The contractor will be responsible for all tasks required to complete the project as described in the Scope of Work. It is anticipated that this shall include but not be limited to:

* 1. Overview
  + Name of proposed child assessment tool
  + Overall description of the tool and recommendation for implementation
  + Description of the evidence-based tool
  + Description of how the tool aligns with the *Mississippi Early Learning Standards for Three- and Four-Year-Old Children* and the *Mississippi College and Career Readiness Standards* for Kindergarten, First, Second, and Third grades that can be found at [www.mdek12.org/ec](http://www.mdek12.org/ec)
  + Vendor will provide at least one complete set of materials with submission for review of proposal
  + Vendor will provide at least one (1) child assessment tool to all schools with pre-k classrooms. It is the responsibility of the schools to order additional sets with their own funding, if desired.
  + Include a complete psychometric description of the tool’s reliability and validity.
  + Description of research base that details the evidence used to support the reliability and validity of the tool.
  1. Characteristics of the Assessment/Screening Tool

Describe how the tool will:

* Provide teachers with information to inform individualized instruction and be used to plan for children’s preschool experience within the classroom
* Identify need for additional screening, including health screenings
  + Communicate with families
  + Conduct assessments/screenings with children with developmental delays or disabilities
  + Describe how the tool can provide evidence of as a predictor of student success
  1. Address how the tool will cover these development domains:
* Social & Emotional Development
* Language Development
* Cognition & General Knowledge
* Physical Well-being & Motor Development
* Approaches to Learning
  1. Time and Ease of Use

Describe the following:

* + The estimated time spent per child to administer the assessment in 200 words or less.
  + How the teacher can administer with minimal training.
  + How the tool is administered through both electronic and paper/pencil method.
  + How the tool is designed to conduct screenings in the fall and spring to measure growth.
  1. Reliable and Valid

Describe the following:

* + How the tool includes assessment options for diverse populations, both children in high-poverty conditions and rural communities.
  + How the tool is designed for use with different languages— English, Spanish, and Vietnamese and a summary of research demonstrating this tool’s cultural sensitivity, reliability and validity.
  1. Age

Describe the following:

* + How the tool will assess children from birth to age eight.
  + How the tool will track growth and outcomes over time.
  1. Child Background Information
  + Describe how the tool will offer family surveys and observation components, including basic medical history (i.e., premature birth, surgeries, etc.).
  1. Expected Products

Describe the following:

* + Products that will be needed to administer the tool.
  + Equipment needed to administer the tool including electronic.
  + Documents that will be needed to administer the tool.
  1. Online Data Collection and Reporting
* Provide evidence and offeror’s ability to collaborate with OEC to design and deliver a statewide report (containing collaborative, site, and classroom level) comparing **quantitative** fall and spring assessment data by developmental domains. The offeror will provide a sample from another state where this has occurred, or if this report does not exist, the contractor will have 30 calendar days to produce the report after the contract is established.
* Compare the results to age appropriate benchmark and growth scores for early learning collaborative sites and other funded pre-k sites in the state. This report is to be developed in cooperation with OEC staff.
* Provide evidence that the reports can be exported in an Excel and a CSV file and provide file to MDE.
* Provide the opportunity to develop an additional report requested by the OEC, if needed.
* Offer assistance to users to access the online data collection on multiple internet browsers, if needed.

Describe and include the following key information:

* + A list of developmental domains for which reporting is available.
  + The methodology for combining data into a single measurement by domain
  + Recommendations for spring benchmark scores for children who are four-years-old (in the year before kindergarten)
  + The instructional planning report for teacher
  + How the instructional planning tool is accessed
  + Safety protocols to protect all information
  + How data will be available to OEC
  + What reports are available
  + What reports can be customized
  + If reports can be categorized by level of authorization i.e. (OEC, school administrator, teacher)

1. Training and Technical Assistance
   * Provide in-depth train-the-trainer training for a minimum of 25 early childhood staff members on the use of the tool and related reports with dates in October 2019, and at least two additional training dates and two webinars with follow up technical assistance, if requested by OEC. One of the trainings will need to be specifically offered to train staff on how to use the reporting functionality.
   * Provide ongoing technical assistance plan on the use of the tool throughout the school year, with availability, at a minimum, during central time (CT) business hours to support teacher’s implementation of the assessment and use of assessment data to inform instruction.

Include the following information:

* + - Available hours and methods for contacting technical assistance
    - Minimum qualifications and experience of technical assistance providers
  + Vendor will participate in benchmark setting if the OEC desires attendance.

## THE MISSISSIPPI DEPARTMENT OF EDUCATION

The specific responsibilities of the MDE 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

## MANAGEMENT RESPONSIBILITIES OF PERSONNEL AND ADMINISTRATION

Except where expressly provided otherwise herein, each party shall bear its own cost 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 MDE will also designate one representative who will act as the primary contact for this office. This representative will be responsible for conferring with any and all parties necessary to resolve unanticipated issues or requirements that might occur during the course of the RFP.

## TERMINATION IN EVENT OF EMPLOYMENT

Contract will be terminated immediately if Contractor becomes an employee of the MDE and is only subject to payment of services prior to effective date of employment at the MDE.

## MEMORANDUM OF UNDERSTANDING

The execution of a Memorandum of Understanding (MOU) will be required prior to the release of any student level data by the Mississippi Department of Education.  Failure to adhere to the provisions of the MOU may result in termination of the contract and/or may result in denial of subsequent renewal requests.

## ETHICS

In compliance with State law, Contractor who is employed by a public entity agrees to make arrangements with his/her employer to take the appropriate leave (annual, professional, compensatory, etc.) during the period of service covered by this contract. Contractor also agrees not to utilize resources of the public employer to perform the services pursuant to this contract. Prior to execution of this contract, Contractor must submit to the MDE a Certification (on the MDE form) executed from his/her employer whereby the public employer acknowledges that it is aware of its employee working for the MDE.

## AVAILABLE BUDGET

Because of the scope of this project we believe it should be possible for different proposers to arrive at vastly differing estimates of resources required. In an effort to assure a fair and equitable evaluation and award we will advise potential contractors of the funds available. It is anticipated that this will allow the proposers to explain exactly what the State will receive for this amount of funds and will allow evaluators to determine the best proposal based upon the qualifications and the description of what the State will receive in exchange for this amount. The budgeted amount for this project is $250,000 and any proposals received above this amount is deemed non-responsive.

## FORMAT AND PROCEDURE FOR DELIVERY OF PROPOSAL

The proposal shall consist of eight parts: Part I – Proposal Transmittal Form/Management Summary; Part II –Production Proposal; Part III – Corporate Experience and Capacity; Part IV Personnel; Part V – References; Part VI – Acceptance of Conditions; Part VII – Additional Data; VIII – Cost Data. Each page of the proposal and all attachments shall be identified with the name of the offeror. Modifications or additions to any portion of the procurement document may be cause for rejection of the proposal. The proposal shall be prepared with a 12-point font with single spacing; bound with no staples, clips or rubber bands; and limited to 125 pages.

TECHNICAL FACTORS: **WITHOUT VENDOR EVIDENCE**

* **Part I** is the **Proposal Transmittal Form**, (Attachment A) which shall serve as the cover page of the offeror’s proposal. The offeror shall complete the form and attach to the proposal in response to the RFP. **Management Summary** which shall provide a letter indicating the underlying philosophy of the firm in providing the service.
* **Part II** is the **Production** **Proposal** that shall provide a detailed plan describing how the services will be performed to meet the requirements of the RFP. The description shall encompass the requirements of Part I and Part III of this RFP. The proposal must be prepared and organized in a clear and concise manner that is easily understandable. The proposal shall address the tasks to be accomplished, processes to be undertaken to accomplish those tasks and a proposed timeline for completion. Examples of materials that demonstrate the quality of work completed by the vendor on similar projects should be included.
* **Part III** is the **Additional Data** section which shall provide any additional information that will aid in evaluation of the response.

MANAGEMENT FACTORS: **WITH VENDOR EVIDENCE**

* **Part IV** is **Personnel** which shall provide resumes of all those who will be involved in the delivery of service (from principals to field technicians) that include their experience in this area of service delivery. Indicate the level of involvement by principals of the firm in the day-to-day operations of the contract.
* **Part V** is the **References** sectionwhich shall provide at least three (3) references for contracts of similar size and scope, including at least two (2) references for current contracts or those awarded during the past three (3) years. Include the name of the organization, length of the contract, a brief summary of the work, and the name of and telephone number of a responsible contact person.
* **Part VI** is the **Corporate Experience and Capacity**, which shall provide satisfactory evidence of the vendor’s years of experience, capability to manage and coordinate the types of activities and provide the services described in this RFP in a timely manner, and a statement on the extent of any corporate expansion required to handle the service. Special attention should be given to the qualifications listed in the Qualifications Section 21 of this RFP. A discussion shall include a description of the vendor’s background and relevant experience as related to the described activities. A description and details of the relevant experience shall be included. Samples of previous work may be included as well as letters of recommendation from current customers.

BUDGET: **WITH VENDOR EVIDENCE**

* **Part VII** is the **Acceptance of Conditions** section where the Vendor shall indicate agreement with the terms and conditions as set forth beginning on page number 20 of the RFP. If the Vendor objects to any of the terms and conditions, the Vendor shall so state and shall indicate any revisions desired by the Vendor. Please note that any revisions may be considered adequate cause for rejection of the proposal.

OTHER: **WITH VENDOR EVIDENCE**

* **Part VIII** is the **Cost Data** that shall include the cost and must encompass all requirements of this RFP. In order to be considered, vendors must submit a proposal that includes the budget narrative/cost proposal that addresses all costs for services, expenses, and products specified in the RFP. The cost data IS BINDING, but is subject to BEING NEGOTIATED DOWN if your firm is chosen as a finalist. The MDE will not pay any costs above this amount. A detailed budget narrative shall be included. This shall include the number of personnel proposed to be assigned to the contract and the total estimated cost of the labor portion of the contract (include a sample chart). Identify all non-labor costs and their estimated totals. Indirect costs will not be allowed. The budget narrative should include all costs associated with the project. If a unit price shall be given for each service, the unit price shall be the same throughout the proposal. The Budget Summary (Attachement E) form shall be completed and shall accompany the proposal.

It is the responsibility of the Offeror to separate the information marked Technical (unmarked) and Management (marked) for submission to the Office of Procurement. Non-separation or co-mingling of information or binders may be immediately rejected. This information is outlined in detail in Section 15. **FORMAT AND PROCEDURE FOR DELIVERY OF PROPOSAL.**

## ACCEPTANCE OF PROPOSALS

The Mississippi Department of Education reserves the right, in its sole discretion, to waive minor irregularities in proposals. A minor irregularity is a variation of the RFP, which does not affect the price of the proposal, or give one party an advantage or benefit not enjoyed by other parties, or adversely impacts the interest of the Department. 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.

## REGISTRATION WITH MISSISSIPPI SECRETARY OF STATE

By submitting a proposal, the offeror certifies that it is registered to do business in the State of Mississippi as prescribed by the Mississippi Secretary of State or, if not already registered, that it will do so within seven (7) business days of being offered an award. Sole proprietors are not required to register with the Mississippi Secretary of State.

## REJECTION OF PROPOSALS

Any proposal shall be rejected in whole or in part when it is determined to be in the best interest of the State, as provided by the Public Procurement Review 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 indefinite or ambiguous.
4. The proposal is not signed by an authorized representative of the party.
5. The proposal contains false or misleading statements or references.
6. The offeror is determined to be non-responsive.
7. The proposal ultimately fails to meet the announced requirements of the State in some material aspect.
8. The proposal price is 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.
10. The offeror did not complete and/or sign the required attachments and include as part of proposal submission.
11. The proposal is received late. Late proposals will be maintained unopened in the procurement file.
12. The proposal included vendor specific information or evidence.
13. The Offeror did not provide the required number of copies to the Office of Procurement by the specified due date.

###### The Proposal Format and Procedure for Delivery of Proposal Section was not followed.

1. The Offeror has filed bankruptcy, been implicated in fraud or been debarred.
2. The Offeror did not perform prior services in a proper, workmanlike, and/or dignified manner.
3. The Offeror currently owes the State money.

**EXCEPTIONS:**

The MDE 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 MDE.

## DISPOSITION OF PROPOSALS

All submitted proposals become the property of the Mississippi Department of Education and will not be returned to offeror.

## 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 MDE 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 MDEaccepts no responsibility for any expense incurred by the offeror in the preparation and presentation of an offer. Such expenses shall be borne exclusively by the offeror.
3. The award of a contract for any proposal is contingent upon the following:

* Favorable evaluation of the proposal,
* Approval of the proposal by the Office of Early Childhood, The Mississippi Department of Education,
* Successful negotiation of any changes to the proposal as required by the MDE,
* The State Board of Education approval, if required,

1. The Public Procurement Review Board approval, if required.
2. Likewise, the MDE 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.
3. The MDE reserves the right to cancel this solicitation when it is determined in writing to be in the best interest of the State as provided by the Public Procurement Review Board.
4. 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 State personnel directly serving the procurement activity.
5. Offerors shall acknowledge receipt of any amendment to the solicitation by signing and returning the form Amendment D with the proposal, by identifying the amendment number and date in the space provided for this purpose on the proposal form, or by letter. The acknowledgment must be received by the Mississippi Department of Education by the time and at the place specified for receipt of proposals.
6. The offeror certifies that the prices submitted in response to the solicitation have been arrived at independently and without – for the purpose of restricting competition – any consultation, communication, or agreement with any other offeror or competitor relating to those prices, the intention to submit an offer, or the methods or factors used to calculate the offeror’s prices.
7. The offeror shall submit in writing any trade secrets or other proprietary data contained in the proposal which the offeror wishes to remain confidential in accordance with Section 25-61-9 and 79-23-1 of the Mississippi Code. Offer must complete Attachment C with the proposal identifying any such information.
8. The RFP, its amendments, the offeror’s proposal and the Best and Final Offer shall constitute the contract pursuant to PPRB OPSCR Rules and Regulations Section 3-203.04.2 (k).

## QUALIFICATIONS

The offeror shall provide the following minimum information:

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

## CRITERIA FOR EVALUATION OF PROPOSALS

The MDE will ensure fair and equitable treatment of all persons and Offeror’s in regard to the evaluation process. The process provides for the selection of the best Offeror in accordance with State and Federal laws and regulations. Specifically, by the provisions of the Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations. A copy of which is available at 501 North West Street Suite 701E; Jackson, MS 39201 for inspection, or downloadable at <http://www.dfa.ms.gov>.

The MDE 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 MDE.

Proposals submitted by the specified time and containing the eight parts described in the Format and Procedure for Delivery of Proposal section shall be evaluated by an Evaluation Committee selected by the MDE. The specific criteria that will be used in evaluating the merits of the proposals are listed below. The criteria are weighted to yield a total of 100 points and shall include the following:

TECHNICAL FACTORS (Proposed Methodology) [30 Points]

1. Plan for performing the required services [Criteria: Meeting the standard of requirements and addressing all items and ensuring that responses are clear in the overview, characteristics fo the tool, developmental domains, time and ease of use, reliability and validity, age range of assessment/screener, child background information, expected products, online data collection and reporting, schedule of deliverables & calendar of events and meeting the COTS requirement. 30 points are available for this section.]

MANAGEMENT FACTORS [20 Points]

1. Personnel, equipment, facilities, to perform the services currently available or demonstrated to be made available at the time of contracting [Meeting the standard of requirements and addressing all items and ensuring that responses are clear in information related to personnel, equipment, facilities, to perform the services through the scope of work and responsibilities schedule of deliverable & calendar of events, as well as the contractor deliverables. 5 points are available for this section.]
2. Record of past performance of similar work [Meeting the standard of requirements and addressing all items and ensuring that responses are clear in a description of how the offeror has worked in other states to implement the tool and identifying required reference information. 5 points are available for this section.]
3. Ability to perform the services as reflected by technical training and education, general experience, specific experience in provide the required services, and the qualifications and abilities of personnel proposed to be assigned to perform the services [Criteria: Meeting the standard of requirements and addressing all items and ensuring that responses are clear in vendor information, abilities, qualifications, experiences, other similar contract information, history of working with other schools, training and technical assistance. 5 points are available for this section.]

COST FACTORS [45 points]

1. Price [Meeting the standard of requirements and addressing all items and ensuring that responses are clear in the budget narrative/cost proposal that addresses all costs for services, expenses, and products specified in the RFP. 45 points are available for this section.] A formula will be applied to determine the points awarded to each offeror. Points will be given based on the offeror’s costs in relation to the low offer.

ORAL PRESENTATION [10 points]

1. Vendors will be selected to move to the oral presentation if they meet a minimum score of 50 points in the TECHNICAL FACTORS, MANAGEMENT FACTORS, and COST FACTORS section in the proposal review component.
2. Oral Presentations (Criteria: review of the product, how the product meets the needs of the state under the SCOPE OF WORK AND RESPONSIBILITIES and CONTRACTOR DELIVERABLES sections. 10 points are available for this section.]
3. Offerors selected for a presentation will be notified. Presentations will be conducted onsite at the MDE. If an Offeror cannot commit to the initial scheduled interview, a make-up day will be scheduled. Offerors unable to commit to an initial or rescheduled presentation will not be considered for an award.

Discussions may be conducted with offerors who submit proposals determined to be reasonably susceptible of being selected for award. Likewise, the MDE also reserves the right to accept any proposal as submitted for contract award, without substantive negotiation of proposed terms, services or prices. For these reasons, all parties are advised to propose their most favorable terms initially.

Awards shall be made to the responsive and responsible offeror whose proposal is determined to be the most advantageous to the State, taking into consideration the price and the evaluation factors set forth. Results of the evaluation and the recommendation of the evaluation team will be forwarded to the State Board of Education (if applicable), and the Public Procurement Review Board (if applicable) for approval.

## POST-AWARD VENDOR DEBRIEFING

Vendors will be given the opportunity to request a debriefing.  Upon notification of intent to award or notification of unsuccessful bidder, vendor will have three (3) business days to request a post-award debriefing in writing, by U.S. mail or electronic submission.  At a minimum, the debriefing should occur within three (3) business days after receipt of the vendor request.  The debriefing shall include the following:

1. Evaluation of significant weaknesses or deficiencies in the proposal;
2. Overall evaluated cost or price and technical rating, if applicable, of the successful vendor(s) and the debriefed vendor;
3. Overall ranking of all vendors, when any ranking was developed by the agency during the selection process;
4. Summary of the rationale for award; and,
5. Reasonable responses to relevant questions about selection procedures contained in the solicitation, applicable regulations, and other applicable authorities that were followed.

## RIGHT TO PROTEST

A. Interested Party means an actual or prospective Offeror that may be aggrieved by the solicitation or award of a contract, or by the protest.

B. Protestor means any actual or prospective Offeror who is aggrieved in connections with the solicitation or the award of a contract who files a protest.

C. Special Assistant Attorney General shall mean the individual assigned by the Attorney General to provide legal assistance to the State agency.

**23.1 Procedures for Filing Protests**

Protestors should seek resolution of their complaints initially with the office that issued the solicitation.

Any actual or prospective Offeror who is aggrieved in connection with the solicitation or award of a contract may protest to the Agency Head and provide a copy the Department of Finance and Administration Director of the Office of Personal and Professional Service Contract Review. The protest shall be submitted in writing within seven (7) calendar days of the award or within seven (7) calendar days of the solicitation posting if the protest is based on the solicitation.

A protest is considered filed when received by the Agency head. Protests filed after the seven (7) day period shall not be considered.

To file a protest directly to the PPRB, the aggrieved party shall file a protest with the Office of Personal Service Contract Review within seven (7) calendar days after the aggrieved party knew or should have known of the facts and circumstances upon which the protest is based, but in no event later than seven (7) days of the solicitation posting or award.

**23.2 Content of Protest**

The written protest letter shall contain:

1. The name and address of the protester.
2. An appropriate identification of the procurement, the procurement number and if a contract has been awarded.
3. An explanation of the specific basis for the protest.
4. The protesting Offeror must provide facts and evidence to support the protest.
5. Provide statement of reason for the protest, supporting exhibits, evidence, or documents to substantiate any claim unless not available within the filing time in which case the expected availability date shall be indicated.
6. Place protest letter in an envelope clearly marked “Protest”
7. A protest is considered filed when received by the MDE, or designee. Protests filed after the seven (7) calendar days will not be considered.

**23.3 Protest Decision**

The MDE in collaboration with the Special Assistant Attorney General shall promptly issue a decision in writing. The decision shall:

1. state the reason for the action taken; and
2. inform the protestant of its right to administrative review.

## ACKNOWLEDGEMENT OF AMENDMENT

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 MDE by the time and at the place specified for receipt of bids.

## NOTICE OF INTENT TO AWARD

## Award shall be publicly posted on the MDE’s website and MAGIC for 48 hours prior to Official award notices. After public posting, the MDE shall notify in writing to the responsible Offeror(s) whose proposal is determined to be the most advantageous to the State taking into consideration evaluation factors set forth in the solicitation. The notice of intended Contract award shall be sent confirmation to the winning Offeror. Unsuccessful Offerors will be notified in the same manner after the award has been accepted or declined.

## 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**

Contractor agrees that the MDE, 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 MDE authorizes their earlier disposition. Contractor agrees to refund to the MDE any overpayment disclosed by any such audit. However, if any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of 3-year period, the records shall be retained until completion of the action and resolution of all issues which arise from it.

2. APPLICABLE LAW

The contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of law, provisions, and any litigation with respect thereto shall be brought in the courts of the State. Contractor shall comply with applicable federal, state, and local laws and regulations.

3. ANTI-ASSIGNMENT/SUBCONTRACTING

Contractor acknowledges that it was selected by the State to perform the services required hereunder based, in part, upon Contractor’s special skills and expertise. Contractor shall not assign, subcontract, or otherwise transfer this agreement, in whole or in part, without the prior written consent of the State, which the State 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 the State of any subcontract shall be deemed in any way to provide for the incurrence of any obligation of the State in addition 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 the State may deem necessary. Subject to the foregoing, this agreement shall be binding upon the respective successors and assigns of the parties.

##### 4. AUTHORITY TO CONTRACT

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

##### 5. COMPLIANCE WITH LAWS

Contractor understands that the MDE is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and Contractor agrees during the term of the agreement that Contractor will strictly adhere to this policy in its employment practices and provision of services. 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

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 MDE.

##### 7. COPYRIGHTS

Contractor agrees the MDE 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 the MDEa royalty-free, nonexclusive, irrevocable license to reproduce, translate, publish, use and dispose of, and to authorize others to do so, all copyrighted (or copyrightable) work not first produced or composed by Contractor in the performance of this agreement, but which is incorporated in the material furnished under the agreement. 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 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 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 the rights to such material or replace or modify the material to make it non-infringing.

##### 8. DISCLOSURE OF CONFIDENTIAL INFORMATION

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

##### EXCEPTIONS TO CONFIDENTIAL INFORMATION

Contractor and the State shall not be obligated to treat as confidential and proprietary any information disclosed by the other party (“disclosing party”) which:

(1) is rightfully known to the recipient prior to negotiations leading to this agreement, other than information obtained in confidence under prior engagements;

(2) is generally known or easily ascertainable by nonparties of ordinary skill in the business of the customer;

(3) is released by the disclosing party to any other person, firm, or entity (including governmental agencies or bureaus) without restriction;

(4) is independently developed by the recipient without any reliance on confidential information;

(5) is or later becomes part of the public domain or may be lawfully obtained by the State or Contractor from any nonparty; or,

1. 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 *Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations*, a copy of which is available at 501 North West Street, Suite 701E, Jackson, Mississippi 39201 for inspection, or downloadable at <http://www.DFA.ms.gov>.

##### 12. REPRESENTATION REGARDING CONTINGENT FEES

Contractor represents that it has not retained a person to solicit or secure a State contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in 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 6-204 (Gratuities) of the Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations.

##### 14. AVAILABILITY OF FUNDS

It is expressly understood and agreed that the obligation of the MDE to proceed under this agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the MDE, the MDE shall have the right upon ten (10) working days written notice to Contractor, to terminate this agreement without damage, penalty, cost or expenses to the MDE of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

##### 15. STOP WORK ORDER

(1) **Order to Stop Work**: The Chief Procurement Officer, may, by written order to

     Contractor at any time, and without notice to any surety, require 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 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, Contractor shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the 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 Chief Procurement Officer shall either:

(a) cancel the stop work order; or,

(b) terminate the work covered by such order as provided in the Termination for Default

     clause or the Termination for Convenience clause of this contract.

(2) **Cancellation or Expiration of the Order**: If a stop work order issued under this      clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, 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 Contractor’s

         properly allocable to, the performance of any part of this contract; and,

    (b) Contractor asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage; provided that, if the Chief Procurement Officer 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 canceled and the work

 covered by such order is terminated for default or convenience, the reasonable   costs resulting from the stop work order shall be allowed by adjustment or otherwise.

(4) **Adjustments 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 FOR DEFAULT

1. **Default.** If 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, or otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the Agency Head or designee may notify Contractor in writing of the delay or nonperformance and if not cured in ten days or any longer time specified in writing by the Agency Head or designee, such officer may terminate 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 Agency Head or designee may procure similar supplies or services in a manner and upon terms deemed appropriate by the Agency Head or designee. 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, Contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of Contractor in which the MDE has an interest.
3. **Compensation.** Payment for completed services delivered and accepted by the State shall be at the contract price. The State may withhold from amounts due Contractor such sums as the Agency Head or designee deems to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders and to reimburse the MDE 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, 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 Contractor to make progress in the prosecution of the work hereunder which endangers such performance) if Contractor has notified the Agency Head or designee 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, 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 Contractor to meet the contract requirements. Upon request of Contractor, the Agency Head or designee 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, 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 State under the clause entitled (in fixed-price contracts, “Termination for Convenience,” in cost-reimbursement contracts, “Termination”). “Termination for Convenience.” (As used in this Paragraph of this clause, the term “subcontractor” means subcontractor at any tier).
5. **Erroneous Termination for Default.** If, after notice of termination of 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 MDE, 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 FOR CONVENIENCE

1. *Termination*. The Agency Head or designee may, when the interests of the State so require, terminate this contract in whole or in part, for the convenience of the State. The Agency Head or designee shall give written notice of the termination to Contractor specifying the part of the contract terminated and when termination becomes effective.

1. *Contractor’s Obligations*. Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination Contractor will stop work to the extent specified. Contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. Contractor shall settle the liabilities and claims arising out of the termination of subcontractors and orders connected with the terminated work. The Agency Head or designee may direct Contractor to assign Contractor’s right, title, and interest under terminated orders or subcontracts to the State. 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 adjustments 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; or,

     (d) by the price escalation clause.

(2) **Submission of Cost or Pricing Data.** Contractor shall provide cost or pricing data for

       any price adjustments subject to the provisions of Section 3-403 (Cost or Pricing

       Data) of the *Mississippi Public Procurement Review Board Office of Personal*

*Service Contract Review Rules and Regulations*.

**19.** **E-VERIFICATION**

If applicable, Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008, and will register and participate in the status verification system for all newly hired employees. Mississippi Code Annotated §§ 71-11-1 *et seq*. 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 agrees to maintain records of such compliance. Upon request of the State and after approval of the Social Security Administration or Department of Homeland Security when required, Contractor agrees to provide a copy of each such verification. Contractor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws. The breach of this agreement may subject Contractor to the following:

(1) termination of this contract for services 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;

(2) the loss of any license, permit, certification or other document granted to Contractor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year; or,

(3) both. In the event of such cancellation/termination, Contractor would also be liable for any additional costs incurred by the State due to Contract cancellation or loss of license or permit to do business in the State.

**20. E-PAYMENT**

Contractor agrees to accept all payments in United States currency via the State of Mississippi’s electronic payment and remittance vehicle. The agency agrees to make payment in accordance with Mississippi law on “Timely Payments for Purchases by Public Bodies,” which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of invoice. Mississippi Code Annotated § 31-7-301 *et seq.*

**21. TRANSPARENCY**

This contract, including any accompanying exhibits, attachments, and appendices, is subject to the “Mississippi Public Records Act of 1983,” and its exceptions. See Mississippi Code Annotated §§ 25-61-1 *et seq.* and Mississippi Code Annotated § 79-23-1. In addition, this contract is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Mississippi Code Annotated §§ 27-104-151 *et seq.* Unless exempted from disclosure due to a court-issued protective order, a copy of this executed contract is required to be posted to the Department of Finance and Administration’s independent agency contract website for public access at http://www.transparency.mississippi.gov. Information identified by Contractor as trade secrets, or other proprietary information, including confidential vendor information or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes, will be redacted.

**22. PAYMODE**

Payments by state agencies using the State’s accounting system shall be made and remittance information provided electronically as directed by the State. These payments shall be deposited into the bank account of Contractor’s choice. The State may, at its sole discretion, require Contractor to electronically submit invoices and supporting documentation at any time during the term of this Agreement. Contractor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.

**23. BOARD APPROVAL**

It is understood that this contract is void and no payment shall be made in the event that the Mississippi Board of Education and/or the Public Procurement Review Board does not approve this contract.

**24. 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.

**25. CONTRACTOR PERSONNEL**

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

**26. 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.

Any liability resulting from the wrongful disclosure of confidential information on the part of Contractor or its subcontractor shall rest with Contractor. Disclosure of any confidential information by Contractor or its subcontractor without the express written approval of the MDE shall result in the immediate termination of this agreement.

**27. INDEMNIFICATION**

To the fullest extent allowed by law, Contractor shall indemnify, defend, save and hold harmless, protect, and exonerate the members of the Mississippi Board of Education, the MDE, and its commission members, officers, employees, agents and representatives, and the State of Mississippi from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever, including, without limitation, court costs, investigative fees and expenses, and attorneys’ fees, arising out of or caused by 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, 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 State. 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 State’s concurrence, which the State shall not unreasonably withhold.

**28. DEBARMENT AND SUSPENSION**

Contractor certifies to the best of its knowledge and belief, that it:

(1) is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency or any political subdivision or agency of the State of Mississippi;

(2) has not, within a three year period preceding this proposal, been convicted of or had a civil judgment rendered against it 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;

(3) has not, within a three year period preceding this proposal, been convicted of or had a civil judgment rendered against it for a violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(4) is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in paragraphs two (2) and (3) of this certification; and,

(5) has not, within a three year period preceding this proposal, had one or more public transactions (federal, state, or local) terminated for cause or default.

**29. 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 assessments and uses of the type described in this contract, including but not limited to standards relating to validity and reliability. Contractor shall consult with the MDE 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 the MDE 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 additional charges to the MDE or the State.

**30. 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.

**31. TERMINATION UPON BANKRUPTCY**

This contract may be terminated in whole or in part by the MDE upon written notice to Contractor, if Contractor should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by Contractor of an assignment for the benefit of its creditors. In the event of such termination, Contractor shall be entitled to recover just and equitable compensation for satisfactory work performed under this contract, but in no case shall said compensation exceed the total contract price.

**32. UNSATISFACTORY WORK**

If, at any time during the contract term, the service performed or work done by 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. In the event Contractor fails, after notice, to correct the deficient service or work immediately, the Agency shall have the right to order the correction of the deficiency by separate contract or with its own resources at the expense of Contractor.

**33. PERFORMANCE BOND**

Within ten (10) days of execution of contract and prior to commencement of services under this agreement, Contractor shall provide the Mississippi Department of Education with a Performance Bond in the amount of this agreement, which bond shall be maintained for the prompt and faithful performance of all Contractor’s obligations under this agreement by a surety or sureties that are acceptable to the Mississippi Department of Education.

**34.** **INDEPENDENT PRICE DETERMINATION**

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

**35. APPROVAL CLAUSE**

It is understood that if this contract requires approval by the Public Procurement Review Board and/or the Mississippi Department of Finance and Administration Office of Personal Service Contract Review and this contract is not approved by the PPRB and/or OPSCR, it is void and no payment shall be made hereunder.

|  |  |
| --- | --- |
| **Tentative Timeline**  **Comprehensive Early Learning Assessment/Screener** | |
| April 9, 2019 | Release RFP |
| April 9, 2019  April 16, 2019 | Advertisement dates in The Clarion Ledger |
| April 9, 2019 | Mail, email, and post to the MDE website |
| April 23, 2019 | Deadline for RFP questions |
| April 26, 2019 | Deadline for program office response to questions and posting to website |
| May 17, 2019 | Proposals due by 5:00 p.m. Central Time (CT) to Procurement |
| May 20, 2019 | Proposal opening |
| May 21 - 24, 2019 | Evaluation of proposals and presentations |
| May 30, 2019 | Notice of intent to Award |
| June 6, 2019 | Post-Award debriefing request deadline |
| June 7, 2019 | Post-Award debriefing |
| July 18, 2019 | Contract to The Mississippi Board of Education |
| September 4, 2019 | Contract to Public Procurement Review Board (PPRB) |
| September 5, 2019 | Contract start date |
| September 5, 2019 through  June 30, 2019 | Term of Initial contract |

ATTACHMENT A

**TRANSMITTAL FORM**

**Comprehensive Early Learning Assessment/Screener**

**Name of Offeror:**

**Contact Person:**

**Title:**

**Location of Offeror’s Principal Place of Business:**

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

**Phone Number: Fax Number:**

**Email Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Mailing Address:**

By my signature below, I hereby represent that I am authorized to and do bind the offeror to the provisions of the attached proposal. I have thoroughly read and understand this Request for Proposals (RFP) and the attachments herein. I agree to perform the specified personal and professional services in accordance with provisions set forth in the RFP. I fully understand and will assure compliance with the Conditions of Solicitation and Standard Terms and Conditions contained in the RFP. I will secure, at my own expense, applicable personnel who shall be qualified to perform the duties required under this RFP. Furthermore, I am fully aware of the evaluation criteria to be utilized in awarding the contract.

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Authorized Signature Date

**Proposal Due Date: May 17, 2019 5:00 p.m., Central Time (CT)**

**The Mississippi Department of Education: Office of Procurement**

**ATTENTION: Monique Corley**

**Comprehensive Early Learning Assessment/Screener**

**See page number 2 for delivery addresses.**

ATTACHMENT B

**CERTIFICATIONS AND ASSURANCES**

I/We make the following certifications and assurances as a required element of the qualification to which it is attached, of the understanding that the truthfulness of the facts affirmed here and the continued compliance with these requirements are conditions precedent to the award or continuation of the related contract(s) by circling the applicable word or words in each paragraph below:

CONTINGENT FEES FORM

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

CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

The bidder certifies that the prices submitted in response to the solicitation have been arrived at independently and without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to those prices, the intention to submit a bid, or the methods or factors used to calculate the prices bid.

##### REPRESENTATION REGARDING GRATUITIES

The 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 6-204 (Gratuities) of the Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations.

**ACKNOWLEDGEMENT OF AMENDMENTS**

I acknowledge all amendments, if any, to this solicitation.

Responses to questions will be treated as amendments to the solicitation and will require acknowledgment.

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

The prospective Contractor represents as a part of such Contractor’s qualification that such Contractor ***has ( ) or has not ( )*** retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract.

**FEDERAL DEBARMENT CERTIFICATION:**

I hereby certify that Contractor is not on the list for federal debarment on [www.sam.gov](http://www.sam.gov) – System for Award Management.

**STATE OF MISSISSIPPI DEBARMENT CERTIFICATION:**

I hereby certify that Contractor is not on the list for debarment on [www.sos.ms.gov](http://www.sos.ms.gov) for doing business with the State of Mississippi or with any Mississippi State Agency.

**PARTNERSHIP DEBARMENT CERTIFICATION:**

I hereby certify that all entities who are in partnership through this contract or grant with the Mississippi Department of Education (MDE) (subcontractors, subrecipients, et al.) are not on the federal debarment list on www.sam.gov – System for Award Management or the State of Mississippi debarment list. Proof of documentation of partnership verification with SAM shall be kept on file and the debarment status shall be checked prior to submission of every contract/subgrant and modification to MDE.

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Title of Solicitation**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Offeror’s Name Date**

***Note:*** *Please be sure to* ***check or******circle the applicable word or words*** *provided above. Failure to check the applicable word or words and to sign the form will result in being rejected as nonresponsive.* ***Modifications or additions to any portion of this document may be cause for rejection of award.***

ATTACHMENT C

**PROPRIETARY INFORMATION**

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

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

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Offeror Signature Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title of Request for Proposals

\*Please check appropriate response

ATTACHMENT E

BUDGET SUMMARY FORM

|  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Company:** |  |  |  |  |  |  |  |  |  | |
|  |  |  |  |  |  |  |  |  |  | |
| **DESCRIPTION OF COST REQUESTED** | **Cost per individual item (example 1 teacher, 1 student, 1 training, 1 webinar, 1 shipping and handling cost per site)** | **Cost for 500 class rooms** | **Cost for 10,000 students** | **Fiscal year 1 September 2019 - June 2020** | **Fiscal year 2 July 2020 - June 2021** | **Fiscal year 3 July 2021 - June 2022** | **Fiscal year 4 July 2022 - June 2023** | **Fiscal year 5 July 2023 - June 2024** | **Total for all 5 fiscal years** | |
|  |  |  |  |  |  |  |  |  |  | |
| 1.     Materials for each teacher in a four year old classroom using the product |  |  |  | $ |  |  |  |  | $ | |
| 2.     Materials for each four year old student using the product |  |  | $ | $ |  |  |  |  | $ | |
| 3.     Train the trainer (TOT)- for 35 participants ( all materials cost - travel, shipping, etc. must be inclusive) |  |  |  | $ |  |  |  |  | $ | |
| 4.     Additional TOT webinar trainings- for 35 participants |  |  |  | $ |  |  |  |  | $ | |
| 5.     Approximate shipping and handling for classroom products |  | $ |  | $ |  |  |  |  | $ | |
| 6.     Other related costs: |  |  |  |  |  |  |  |  | $ | |
|  |  |  |  |  |  |  |  |  | $ | |
|  |  |  |  |  |  |  |  |  | $ | |
|  |  |  |  |  |  |  |  |  | $ | |
| Year 2 - Year 5 Cost Details (example could include additional scoring books, online scoring accounts, etc. Please be specific for either classroom cost or student costs, etc.): |  |  |  |  |  |  |  |  | $ | |
|  |  |  |  |  |  |  |  |  | $ | |
|  |  |  |  |  |  |  |  |  | $ | |
| **TOTAL PROJECTED COST FOR PACKAGE** |  |  |  | $ | $ | $ | $ | $ | $ | |
| No indirect cost rate shall be allowed. This form is a required element of the application and must be included with the budget narrative indicating an itemized breakdown of these budget categories and explaining how each line item was calculated. | | | | | | | | | |  | |  |  |  |  |  |  |  |  |