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RFP 2023-06 K-8 and High School District Assessment Platform Jackson Public Schools

Project documents obtained from www.CentralBidding.com
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Jackson Public School District

JACKSON PUBLIC SCHOOLS
Transforming lives through excellent education

Jackson Public School District
662 South President Street
Jackson, MS 39201

Contact Information:
Project Administrator: Dr. Kimberly Smith
Telephone: 601-960-8355
E-mail: kismith@jackson.k12.ms.us

RFP 2023-06
Title: K-8 and High School District Assessment Platform

Issue Date: March 3, 2023

Submission Deadline: March 31, 2023

Time: 10:00 a.m. (Central Standard Time)

PLEASE SUBMIT ORIGINAL RFP DOCUMENTS IN THE FORMAT/DESIGN ISSUED ALONG WITH OTHER SUPPORTING DOCUMENTS ATTACHED TO THE PROPOSAL, BY MAIL, HAND DELIVERY OR BY UPLOADDING TO www.centralbidding.com

If you would like the tabulation for this RFP after Board Approval, please go to www.jackson.k12.ms.us. Double click on Departments and select Finance and Operations. Open the Purchasing page. Select Purchasing Approved Bids/RFPs. These documents will give you the tab sheet approved by the Jackson Public School District Board of Trustees. If the RFP in question is not listed, contact the Purchasing Office at 601-960-8799 for assistance.

Questions regarding proposal specification are to be addressed to the Project Administrator, Dr. Kimberly Smith listed above.

PROPOSAL FORM

Board of Trustees
Jackson Public School District
Jackson, Mississippi

Ladies and Gentlemen:

I/We, propose to furnish and deliver all items and/or to perform all services according to all sections of this rfp document (Proposal Form, Instructions and Conditions, detailed written Specifications, and Addendum if applicable) and in the quantities at the indicated prices, as called for in the document(s). All quantities indicated have been checked very closely, and both unit price and total price (where requested) have been submitted with the understanding that we shall be responsible for making complete and satisfactory delivery accordingly, within the time frame agenda (if applicable).

Commented [1]: Is this implying that potential vendors will submit prices? If so, I suggest removing as OBC Pricing is not based on lowest price

All items contained in this RFP shall be as specified or JPSD approved equal. For any item(s) proposed which is other than as specified, a complete and detailed cut and description for each item(s) must accompany the rfp, if the item(s) is to be considered. Please carefully read each section of thisRFP.

Acceptance of Proposals:

The Jackson Public School District reserves the right to:

- Have sole discretion to waive minor irregularities in proposals. A minor irregularity is a variation from the proposal that does not affect the proposal, or gives one offeror an advantage or benefit not enjoyed by other offerors, or adversely impacts the interests of the school district.
- Accept the "lowest and best" RFP which in their judgment assures JPSD the product(s) or service(s) having the best performance and the highest level of function, quality and value.
- Not accept the lowest priced proposal. Proposals that do not comply with the requirements stated within this RFP subject to disqualification. Proposals that do not meet the deadline date/time will be returned to the vendor unopened.
- Request additional information or conduct discussions with one or more respondents after the RFP deadline, to secure a final selection to award RFP should such action be in the best interest of JPSD. • See Pages eleven (11) and twelve (12) for furtherinstructions

Commented [2]: Suggest removing this language as OBC pricing is not based on lowest price

Commented [3]: Suggest removing this language as OBC pricing is not based on lowest price

I/WE UNDERSTAND AND AGREE THAT NEITHER THE AWARD OF THIS RFP TO ME/US BY THE DISTRICT'S BOARD OF TRUSTEES NOR RECEIPT BY ME/US OF A NOTICE OF ACCEPTANCE

OF THIS RFP SHALL CONSTITUTE THE MAKING OF A CONTRACT BETWEEN JPSD AND ME/US, WHICH SHALL BE CONDITIONED UPON THE EXECUTION BY BOTH JPSD AND ME/US OF A FORMAL, WRITTEN AGREEMENT.

RESPECTFULLY SUBMITTED,

COMPANY

ADDRESS

PHONE FAX

E-MAIL ADDRESS

PRINTED SIGNATURE

WRITTEN SIGNATURE

TITLE

DATE _ CIRCLE THE OPERATING STATUS OF YOUR BUSINESS AS INDICATED: WOMAN OWNED NON-MINORITY

MINORITY

JACKSON PUBLIC SCHOOLS
Transforming lives through excellent education

REQUEST TO ADD VENDOR

Post Office Box 2338 - Jackson, Mississippi 39225-2338
Email: sfarris@jackson.k12.ms.us or bjones@jackson.k12.ms.us

School/Department Requesting Vendor Addition

To be completed by Vendor:

Please complete all sections and emailed or fax back to (601-960-8967.

Will your company accept purchase orders? Yes No

Note: An original JPS purchase order is required for all material purchases. Do not accept any order without a purchase order.

Are you an employee of the Jackson Public School District? Yes No Product Line

PARENT COMPANY NAME:
Doing Business As (dba) NAME:
Order Address:
City: State: Zip:
Physical Address:
City: Address:
REMITTANCE ADDRESS: State: Zip:
Vendor Name:

City: State: Zip: Contact Person:
Phone: (_) Fax ( )
Email Address:
Parent Company Tax ID#
D/B/A Federal Tax ID/Social Security #:

Select One This information will be used to track purchases from minority vendors.

Minority Code: Non-Minority Minority Woman

Select One Type of Entity Individual/Sole Proprietor Partnership Woman & Minority Corporation Other

****JPS accepts no responsibility for orders filled without a valid purchase order.**

Submitted By: Signature Date

FOR INTERNAL USE ONLY
Vendor Number:
1099: Yes No
Completed By:
Date:

Company's W-9 must accompany this form for IRS purposes and Certificate of Insurance for not less than $1,000,000 as stated in Mississippi Code Section 31-7-139v)

The Board of Trustees of the Jackson Public School District (hereafter referred to as "JPSD") is soliciting sealed, written formal Requests forProposals (RFP)from qualified vendors (hereafterreferred to as "Vendor") for the purchase of furniture, equipment, supplies, materials, labor or services as outlined in the following specifications. Sealed RFP shall be received by JPSD, in the Business Office of the Jackson Public Schools, 662 South President Street, Jackson, Mississippi, until the time specified on the RFP Opening Schedule (front page of the formal RFP document), at which time all RFP shall be publicly opened and read aloud. Neither dating of the RFP form nor placing the RFP in the mail by this date shall meet legal requirements; the formal RFP document must be **received in the Business Office** of the Jackson Public School District on or before the date and time stated.

JPSD reserves the right to reject any and all RFPs received and to waive any and all informalities. Vendors are encouraged to very carefully read all sections of this RFP document prior to submitting an RFP proposal.

It is the basic philosophy of JPSD to extend to all responsible Vendors equal consideration and the assurance of unbiased judgment in determiningwhethertheir productor service meets specifications and the educational needs of the school district. JPSD shall fairly evaluate all formal RFP proposals submitted and base all decisions on the "lowest and best" RFP concept, purchasing only those products and/or services which meet as written. All decisions rendered shall strive to achieve the greatest value from every tax dollar shall make no discrimination based on race, color, creed, religion, or national origin, in either the product evaluation process or in transacting business with Vendors or Vendor representatives.

Commented [4]: Suggest removing this language as OBC pricing is not based on lowest price

The advertising and publishing of this RFP has met all legal requirements (Mississippi Code of 1972, Annotated, §31-7-13), hence the requirement to offer public notice of the intent of JPSD to solicit RFPs via this RFP document has been satisfied.

This document is to serve as an invitation to all qualified vendors to extend to JPSD, an offer, for the sale of all products and/or services specified herein. It is the purpose of this RFP document to clearly define "open" and "competitive" product or service rfp specifications. All items on this RFP are to be **as specified or JPSD approved equal**.

Addendum: Vendor shall acknowledge the receipt of all addendums which were issued during the course of this RFP. If specified in the text of the addendum, in addition to acknowledging receipt of the addenda below, the addenda may require additional information required for the RFP (e.g., pricing), in which cas Addendum shall not only be acknowledged below but shall be completed and attached to the the RFP proposal is submitted. Receipt of the following Addendum issued during the course of is hereby acknowledged:

Commented [5]: Is this implying that the vendor needs to provide pricing information? If so, I think we should remove this as it does not align with the rate card/OBC approach to providing prices

Addendum Number		Date	
Addendum Number		Date	

Addendum Number		Date	

It is acknowledged that this rfp proposal consists of the following sections: **PROPOSAL FORM**, **INSTRUCTIONS AND CONDITIONS**, **SPECIFICATIONS** and any **ADDENDUM** (if applicable).

Net Prices
In all cases, prices quoted are to be net including all applicable discounts. A separate price shall be offered for each item and not in combination with other items (unless the grouping of items is otherwise allowed as defined in the specifications). Unit price shall prevail in case of a conflict between unit and total price (extension); written price shall prevail in case of a conflict between written and enumerated pricing. Vendors are instructed to **round off all unit pricing and extensions to the nearest whole cent; i.e., round the pricing to two places to the right of the decimal point only.** JPSD will only accept pricing which is stated in this manner. All items for which pricing is submitted which is other than two places to the right of the decimal shall be accepted; however, all digits beyond a whole cent (more than two places to the right of the decimal) shall be ignored in the RFP analysis process and the unit price indicated on the purchase order shall be to the nearest whole cent for each item involved.

Payment and Invoicing

Unless otherwise indicated in the detailed specifications of this RFP document; JPSD shall make remittance in a **single lump sum** payment **following satisfactory delivery of all items** listed on the purchase order or following satisfactory performance (final inspection) of all services as specified in the contract. JPSD remits by "completed purchase order" only; remittance shall not be made upon receipt of partial shipments or performance, or the receipt of invoicing for same, but only after all items included on the purchase order or contained in the contract are deliveredand/or satisfied.

It is mutually understood that invoices submitted against Multi-Year or Open Purchase Orders, remittances are processed based on the contracted scheduled agreement prior to the purchase order being generated. Only **Multi-Year** and **Open Purchase Orders** have multiple invoices received for remittance for payment. Professional Services, materials and other such services; invoices are submitted for payment in intervals following satisfactory delivery of ALL services and /or performance of ALL services indicated in the contracted agreement between said vendor and JPSD for that time period, following inspection if applicable. Any freight/shipping cost that may be incurred for tangible items, such as books, pamphlets, handouts, materials need for presentations, etc. Ismust be included in the each outcome of the rate card and corresponding outcome capstotal price proposal price submitted if and applicable.

Performance Penalty
The Vendor is subject to a 10% penalty on this agreement for the 2023-2024 school year if the academic objectives of this agreement are not satisfied. The District will withhold 10% of the total contract for final payment to be made after the academic objectives are satisfied.

Default and Delays
Upon failure of the Vendor to deliver all of the items ordered or to render service, within the time set or allowed, the successful Vendor shall be considered in default, in which case JPSD reserves the right to terminate the purchase order or contract and to purchase similar supplies, services, or furniture and equipment, on the open market or secure the manufacture, delivery, and installation thereof by contract or otherwise. The Vendor shall be charged with any cost occasioned by JPSD whether the said cost is the same as originally accepted or any excess cost.

Damage to School Property
Any damage or loss to JPSD property as a result of any action by the Vendor in the delivery, execution or performance of any item or service stated in these specifications shall be repaired or replaced to the satisfaction of designated JPSD personnel, at the Vendor's cost, within a reasonable time.

Guarantee
Each Vendor, by presenting an rfp under these specifications, binds himself to make positive that all goods are fully up to the standards set by the specifications. Should it be discovered within a reasonable period of time from the date of purchase order or contract that such goods or services are not up to standard, JPSD shall have the

Commented [6]: Remove since prices will be set in the rate card.

Commented [7]: I assume this contract will be an open purchase order agreement. If so, then the purchase orders will mirror the payment outcome caps, and the vendor will bill against each respective purchase order once data is collected, analyzed, and validated.

Commented [8]: I know the first sentence is give a disclaimer for any contradictory statements but I recommend removing this section altogether since the OBC RFP template includes a rate card and outlines the payment structure. More information can be provided on the method of payment (purchase order) in a way that is aligned with OBC payments

Commented [9]: I think this section is something we'll need to talk with their procurement team about further before deleting - ensure everything they need is addressed in the pricing section.

Commented [10]: I've deleted this section because the OBC RFP document has set up minimum service agreements for outcome payments. In addition, the vendor will get paid for achieving outcomes, so there is no need to set up performance penalties.

Commented [11]: @bmiller@southerneducation.org or @sglover@southerneducation.org would you consider removing this from the RFP?
Assigned to Brittany Miller

Commented [12]: I think we should remove - based on the text above this, it seems to apply to more operations contracts than instructional service contracts

right to have such goods or services replaced by others conforming to the standard requirements and the entire expense be borne by the Vendor. The Vendor shall agree to guarantee and warrant all equipment provided as a result of this RFP for a period equal to the stated guaranty/warranty in the specifications. All such warranties shall provide coverage as indicated in the specifications.

Acceptance and Award of RFP Proposals
The Vendor's RFP proposal, once submitted and accepted as a valid RFP by JPSD, shall be deemed by both parties to constitute a legal and binding offer on the part of the Vendor to sell to JPSD as per the terms of the RFP specifications, all products and/or services contained therein. RFP proposals are subject to acceptance by JPSD at any time within forty-five (45) calendar days following the RFP opening date. ~~Consequently, all price quotations shall be effective for a minimum of forty-five (45) calendar days and a maximum period as indicated in the specifications.~~ All RFPs must be valid for the effective dates stated in the specification, if applicable.

Commented [13]: Suggest removing this language as OBC pricing is not based on lowest price

Award of contract shall be made to the responsible Vendor whose RFP, conforming to the specifications, is deemed to be the most advantageous to JPSD, ~~price and~~ all other factors considered. The Vendor acknowledges the right of JPSD to reject the RFP, in part or in total, if the Vendor fails to submit the data required in the specifications, or if the rfp is in any way incomplete or irregular. Under no circumstances may a Vendor deliver, install, or perform any service as specified in these specifications without written

authorization from JPSD (i.e., a duly issued purchase order or signed contract). All RFPs shall be approved by the Board of Trustees prior to the final award.

The Vendor shall be issued a purchase order document, which shall be deemed acceptance of the RFP proposal offer made by the Vendor, for all items and/or services approved by the Board of Trustees and awarded as a result of this RFP. However, if in the opinion of JPSD, a contract document is required to authorize the award of the RFP, Vendor agrees to sign and execute all such contract documents as required in the written specifications. NOTE: If Vendor policy requires that JPSD sign Vendor contract documents, a sample of all such documents shall be included with the RFPproposal and shall become a part of the Vendor's RFP proposal.

All awards are based on the availability of funding. In the event of a reduction of funds, this award can be rescinded at any time.

Grievance Procedure

JPSD has adopted a Vendor Grievance Procedure to address and resolve any Vendor grievances or disputes resulting from or arising out of JPSD's RFP process. If Vendor disagrees with any aspect of the RFP process, Vendor shall adhere to the following procedure. Vendor shall submit a letter or written statement of protest to the Purchasing Agent, with a copy to the Superintendent, identifying the RFP, including RFP number, title, opening date and, if applicable, the item number(s) at issue, and explaining, in detail, the nature of and/or reason(s) for the protest. No verbal protest shall be acknowledged by JPSD. Vendor protests must be received by the Purchasing Agent not later than five (5) business days prior to the date of the Board meeting at which the Board is to act upon the RFP that is the subject of the protest. A review committee, appointed by the Superintendent, shall evaluate the protest and render a decision expeditiously. The decision of the review committee shall be based on evidence presented by the Vendor, the Purchasing Agent and other appropriate parties, to be determined in the discretion of the committee. In the sole discretion of the committee, the committee may conduct a hearing on Vendor's protest. The decision of the review committee shall be submitted to the Superintendent for approval. The protesting Vendor shall be informed, in writing, of the Superintendent's decision not later than two (2) business days prior to the date of the Board meeting at which the Board is to act upon the RFP that is the subject of the protest. The Superintendent's decision shall be final unless Vendor appeals such decision to the Board of Trustees. If Vendor's wishes to appeal the Superintendent's decision, Vendor shall deliver its appeal, in writing, to the Office of the Superintendent not later than 12:00 p.m. on the date of the Board meeting at which the Board is to act upon the RFP that is the subject of the appeal. Appeals shall be presented to the Board at the meeting at which the Board acts upon the RFP that is the subject of the appeal and Vendor, upon written request, will be granted up to five (5) minutes to appear and present to the Board at such meeting its protest and/or appeal. After the Board takes final action upon an RFP, no appeals or protests will be acknowledged by JPSD. The decision of the Board shall be final, subject to Vendor's right to pursue a legalremedy.

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Proposal Cover Page

VENDOR INFORMATION

Name and Title

Company Name Date

SUBMISSION COVER SHEET AND CONFIGURATION SUMMARY

By my signature below, I hereby represent that I am authorized to and do bind the offeror to the provisions of the attached proposal. The undersigned offers and agrees to perform the specified personal and professional services in accordance with provisions set forth in the Request for Proposals. Furthermore, the undersigned fully understands and assures compliance with the Conditions of Solicitation and Standard Terms and Conditions contained in the RFP. The undersigned is fully aware of the evaluation criteria to be utilized in vendor selection for approval. I further certify that is an authorized dealer in good standing of the products/services included in the proposal submitted in response to the RFP.

Authorized Signature Date

Printed Signature

CONFIGURATION SUMMARY

Vendor must provide a summary of the main component of services offered in this proposal using 100 words or less.

7

ASSURANCES AND SIGNATURE FORM

In submitting this application 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 the Mississippi Curriculum Frameworks and scientifically research based practices.*

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), 1604(40), 1709(39), 1709(40), 1804(9), 1804(10), 1950(4)(11), 1950(4)(mm), 2503 (18), 2503(19), 2554(25), 2554(26, 2590-h (20), 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.*

10. The organization will enter into an Outcomes Based Contract wherein payment terms include a base payment (for providing services) and contingent payments tied to achieving stipulated outcomes.

Commented [14]: We are adding this stipulation here to ensure vendors are aware upfront that the contract will be set up as an outcomes-based contract.

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The undersigned hereby certifies that I am an individual authorized to act on behalf of the organization insubmitting 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 hereinmay constitute grounds for denying the applicant's request for approval.

Name of Organization

Printed Name of Authorized Representative

Signature of Authorized Representative

Date Signed

*For Educational/Instructional proposals

INDEPENDENT CONTRACTOR
DEBARMENT VERIFICATION FORM

(Please print clearly or type)

***Appropriate signatures shall certify statements below.*

Subgrantee's/Contractor's Name	
Authorized Official's Name	
Complete Address	
Contact Number	
Are you currently registered to do business in the State of Mississippi? (Yes or No) If yes, attach supporting documentation of registration status. If, no please register and provide documentation of registration status. (**State/Other fund requirement)**	

FEDERAL DEBARMENT CERTIFICATION:

CONTRACTOR hereby certifies that at the execution of a contract with the Jackson Public School District(JPS) that the CONTRACTOR is not on the list for federal debarment on www.sam.gov – System for Award Management.

STATE OF MISSISSIPPI REGISTRATION:

CONTRACTOR hereby certifies that at the execution of a contract with the Jackson Public School District (JPS) that the CONTRACTOR is not on the list for debarment on www.sos.ms.gov for doing business with the State of Mississippi or with any Mississippi State Agency.

PARTNERSHIP DEBARMENT CERTIFICATION:

CONTRACTOR hereby certify that all entities who are in partnership through this contract or grant with the Jackson Public School District(JPS) (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 JPS.

Original Signature of Contractor or Authorized Official Date

JACKSON PUBLIC SCHOOLS
Transforming lives through excellent education

INDEPENDENT CONTRACTOR DEBARMENT VERIFICATION FORM*

(Please print clearly or type)

***Appropriate signatures shall certify statements below.*

Subgrantee's/Contractor's Name	
Authorized Official's Name	
Complete Address	
Contact Number	
Are you currently registered with www.sam.gov (Yes or No) If yes, attach supporting documentation and DUNS number must be Active with open access. **(Federal fund requirement)**	
Are you currently registered to do business in the State of Mississippi? (Yes or No) If yes, attach supporting documentation of registration status. If not, please register and provide documentation of registration status. **(Federal and State/Other fund requirement)**	

FEDERAL DEBARMENT CERTIFICATION:

CONTRACTOR hereby certifies that at the execution of a contract with the Jackson Public School District (JPS), that the CONTRACTOR is not on the list for federal debarment on www.sam.gov – System for Award Management.

STATE OF MISSISSIPPI REGISTRATION:

CONTRACTOR hereby certifies that at the execution of a contract with the Jackson Public School District (JPS),that the CONTRACTOR is not on the list for debarment on www.sos.ms.gov for doing business with the State of Mississippi or

with any Mississippi State Agency.

PARTNERSHIP DEBARMENT CERTIFICATION:

CONTRACTOR hereby certifies that all entities who are in partnership through this contract or grant with the Jackson Public School District(JPS) (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 JPS.

Original Signature of Contractor or Authorized Official Date

Project is being supported with federal funds

Submission of RFP Proposals Instructions if not emailed to the email address listed:

- **Responses, once completed, should be placed in an opaque, sealed envelope**
- **On the outside of the envelope, list the Company's name/address, RFP number, title, opening date and addressee information as they appear in the RFP proposal that the response may be accurately delivered and registered upon receipt. A designated official who is a legal representative of the Company must list required signatures where noted priorto submitting sealed proposal.**
- **Failure to comply with the above submittal instructions will cause proposals not to be registered or cataloged to the appropriate file or received timely. The original documents must be displayed in front of all copies submitted by interested parties.**
- **Please submit Original RFP Documents in the Format Outlined along with Six (6) Copies and any Documentation submitted with the Proposal when Mailed or Hand Deliveredto:**
- **Any proposal not received by the stated deadline/time will not be considered and/or opened. The proposal will be returned to the Vendor at the Vendor's expense.**
- **The District accepts no liability for late submissions due to the actions of the United States Postal Service, Federal Express, United Parcel Service or any other delivery methods.**

Page (25): **Cover page is to be placed on the very front of the vendors submitted proposal. In the event this page is not displayed when the opening of proposal occurs; it will not be acknowledged or allowed to be presented or evaluated. Place this page on the very front of the submitted documents. This is required on all submitted proposals weather mailed, hand delivery or electronically Uploaded. Submitted proposal must be signed by an authorized official to bind the offeror to the proposed provisions.**

Proposals received after the due date and time will NOT be considered. Incomplete proposals will not be accepted in the evaluation process and will not be returned for revisions. No faxed or emailed copies will be accepted. The Proposal Cover Page is located on page () of this document

Please submit the proposal when mailed or hand delivered to the below address:

Jackson Public School District
Business Office
Attn: Bettie Jones
662 S. President Street
Jackson, MS 39201

Or

Mailed or hand-delivered proposal must include the Original and six (6) copies. Proposals may be uploaded to www.centralbidding.com before the designated date and time. No copies are warranted if uploaded electronically.

Please follow the proposal submittal instructions.

INSERT PAGE NUMBERS WHEN SUBMITTING ELECTRONIC PROPOSALS. PLEASE SUBMIT RFP DOCUMENTS IN THE ORIGINAL FORMAT ALONG WITH OTHER SUPPORTING DOCUMENTS ATTACHED TO PROPOSAL AND UPLOADED TO www.centralbidding.com. For any questions concerning the process, or how to register, please contact Central Bidding at 225-810-4814.

In order for this proposal to be accepted for evaluation, all information must be completed and all instructions must be followed.

Until further notice, all hand delivery proposals delivered between 9:00 a.m. until 9:59 a.m. (local prevailing time) the date the bid is scheduled to open, must be delivered to JPSD Board Room, 621 South State Street, Jackson, MS 39201.

RFPs openings will be video recorded for the public to view on the above date and time at Jackson Public School District, Central Office 621 S. South State Street, Jackson, Mississippi 39201.

4.0 Format and Procedures for Delivery of Proposal

The proposal shall consist of the below crucial components.

- Proposal Form (Page 2)
- Request to Add Vendor Form (Page 3)
- Proposal Cover Page (Page 8)
- Assurances and Signature Form (Page 9)
- Debarment Certification Forms. Pages 10 & 11
- Basic Program Description (include an overview of the programs and support services proposed, which will allow the district to determine the quality of services provided) (Page 24)
- Submittal Cover Page must be the first page on proposal. See (Page 26). Also See page seven (7) for further instructions.
- RFP proposal must be completed and submitted in its original format.

Procedures for Delivery of Proposals

One (1) original and (6) copies of the proposal must be received on or before 10:00 a.m. on March 31, 2023 to the address listed below.

Proposals received after the due date and time will NOT be considered. Incomplete proposals will not be accepted and will not be returned for revisions. No faxed or emailed copies will be accepted. The proposal must be signed by an authorized official to bind the offeror to the proposal provisions. Proposal must be in sealed envelope with the RFP number, title, and vendor return address listed on the outside of envelope for proper log in.

5.0 Acceptance of Proposals

The Jackson Public School District reserves the right, in its sole discretion, to waive minor irregularities in proposals. A minor irregularity is a variation from the proposal that does not affect the proposal, or gives one offeror an advantage or benefit not enjoyed by other offerors, or adversely impacts the interests of the school district.

6.0 Rejection of Proposals

Proposals may be rejected for reasons that include, but are not limited to, the following:

1. The proposal contains unauthorized amendments to requirements as outlined herein. 2. The proposal is conditional.
3. The proposal is incomplete or contains irregularities that make the proposal indefinite or ambiguous.

4. The proposal is not signed by an authorized representative of the applicant.
5. The proposal contains false or misleading statements or references.
~~6. The proposal price is clearly unreasonable.~~
7. The proposal is not responsive (i.e., does not conform in all material respects to the RFP). 8. The supply 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 acceptability criteria set forth in the RFP.

Commented [15]: Suggest removing this language as OBC pricing is not based on lowest price

7.0 Disposition of Proposals

All proposals become the property of the Jackson Public School District.

8.0 Conditions of Solicitation

The release of the RFP does not constitute an acceptance of any offer. Jackson Public SchoolDistrict reserves the right to accept, reject, or negotiate any or all offers on the basis of the evaluation criteria contained within this document.

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 Jackson Public School District will not be liable for any costs associated with the preparation of proposals or negotiations of contract incurred by any party.

3. Discussions may be conducted with offerors who submit proposals determined to be reasonably. 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 or late modification will be considered unless receipt would have been timely but for the action or inaction of school district personnel directly serving the procurement activity.

5. The offeror represents that it has not retained a person to solicit or secure this agreement for a commission, percentage, brokerage, or contingent fee. 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 bidder or competitor relating to those prices, the intention to submit a proposal, or the methods or factors used to calculate the price proposal.

Commented [16]: Suggest removing this language as OBC pricing is not based on lowest price

9.0 Standard Terms and Conditions

Certain terms and conditions are required. Therefore, the offeror shall assure agreement and compliance with the following Standard Terms and Conditions:

1. INDEPENDENT CONTRACTOR
The offeror shall perform all services as an independent contractor and shall discharge all of its liabilities as such. No act performed or representation made, whether oral or written, by the contractor with respect to third parties shall be binding on Jackson Public School District.

2. ACCESS TO RECORDS
The offeror agrees that the Jackson Public School District, 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/examine any pertinent documents, paper, and records, related to change and performance under this agreement. Such records shall be kept for a period of three years after final payment under this agreement, unless the Jackson Public School District authorizes earlier disposition. Offeror agrees to refund to the district any overpayments disclosed by any such audit. However, if litigation, claim, negotiation, audit or other action involving the records had been started before the expiration of the three (3) year period, the records shall be retained until completion of the action and resolution of all issues, which arise fromit.

3. 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 of Mississippi. The offeror shall comply with applicable federal, state, and local laws and regulations. In compliance with state law, the offeror, if employed by a public entity, must make arrangements with her/his employer to take the appropriate leave (annual, professional,

compensation, etc.) during the period of service covered by the contract.

4. AUTHORITY TO CONTRACT

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

5. COMPLIANCE WITH LAWS

The offeror understands that the school district in an equal opportunity employer and therefore maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and the offeror agrees during the term of the agreement that the offeror will strictly adhere to this policy in its employment practices and provision of services. The offeror shall comply with, and all activities under this agreement shall be subject to, all applicable federal, state, and local laws and regulations, as now existing and as may be amended or modified.

6. PERSONNEL

Offeror agrees that, at all times, the employees of offeror furnishing or performing any of the services specified under this agreement shall do so in a professional manner.

~~**7. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION**~~

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

Commented [17]: Suggest removing this language as OBC pricing is not based on lowest price

8. AVAILABILITY OF FUNDS

It is expressly understood and agreed that the obligations of the district to proceed are conditioned upon the appropriation of funds by the Mississippi State Department of Education 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 State, the district shall have the right upon ten (10) working days written notice to the offeror, to terminate or modify the agreement without damage, penalty, cost of expenses to the state or district of any kind whatsoever. The effective date of termination or modification shall be as specified in the notice of termination or modification.

10.0 Criteria for Evaluation of Proposals

Each proposal will be evaluated using the selection criteria indicated below.

Maximum points for each criterion are as follows: (Max 100 points)

Evaluation Rubric for Proposal – Total Number of Points 75

~~**Evaluation Component Number of Possible Points per Category**~~

Commented [18]: Replace with OBC Evaluation Rubric

~~**Component I: Description of Assessments and Item Banks 20 points**~~	
~~**Component II: Description of Professional Development**~~	~~**15 points**~~

~~Component III: Description of Collaboration with District Office~~	~~10 points~~
~~Component IV: Testing Security and Support for Special Populations~~	~~15 points~~
~~Component V: Description of Score Reports~~	~~15 points~~

Evaluation Rubric for Demonstration – Total Number of Points 25

Evaluation Component	**Number of Possible Points per Category**
Usability	**5 points**
Dashboard	**15 points**
Accessibility	**5 points**

Total Possible evaluation score – 100 points

Entities eligible to apply to provide the requested educational services may include:

- **Private Educational Companies**
- **Institutions of Higher Learning (IHL)**

II. Cost

The District reserves the right to reject any and all proposals and to negotiate with the best proposed offer to address issues other than those described in the proposal.

11.0 Time Line:

March 3, 2023 RFP Issued

March 31, 2023 Proposals Due

April 3-6, 2023 Evaluation of Proposals May 2, 2023 (Tentative Date) Board Approval

12.0 Responsibilities of an Approved Provider

1. Ensure that the professional development /consultative services provided, and the content used by the provider are consistent with those of the school district and State and are aligned with the Mississippi

Commented [19]: This section can stay but the title of the would need to be changed. Negotiations can take place for OBC proposals but the topic of costs would not take precedence in the conversations since the district sets the price.

Curriculum Frameworks.

2. Enter into an agreement with the district that includes:

- Statement of specific goals.
- Description of how the progress will be measured.
- Timetable for implementing services.
- Initiation date, frequency, and duration of services to be provided.
- Payment provisions based on services provided & outcomes achieved -
- Description of the services to be provided.
- Qualifications of staff responsible for the delivery of the services.
- Written reports to the superintendent, building level administrator, and specified district level administrators following each day of service.
- Quarterly, on-site briefings with the superintendent and appropriate district level personnel. • Initial and on-going professional development services that assist in effective implementation.
- Other information requested in Section 1: Proposal Requirements in Addendum [X]

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II. BASIC PROGRAM DESCRIPTION

1. Provide evidence that your program has a positive impact on student achievement as demonstrated by state, district and/or other independent student performance assessments, particularly for low income, under-achieving students.

2. Provide letters of reference from previous clients that specifically relate to the School Improvement services of your organization. Provide contact information for each reference. (Submit a minimum of 3 letters and/or references)

3. Explain how the key instructional practices and major design elements of your proposal are (1) high quality, (2) based on evidence, and (3) specifically designed to increase student academic achievement.

4. Describe your program's connection to specific benchmarks in the Mississippi Curriculum Frameworks for Language Arts, Science, and Mathematics.

5. Describe the specific process you would use to evaluate and monitor progress toward achieving proposal objectives.

6. Describe the qualifications of your employees who would be providing professional development/consultative services to teachers and administrators.

7. Describe your capacity to deliver quality services over time to the identified population.

BUDGET/COST SUMMARY

DESCRIPTION OF SERVICE	PROJECTED NUMBER OF SERVICE DAYS/ DAILY RATE	TOTAL COST
		$
	Extended Cost	$

Commented [20]: Replace cost summary table with the rate card

Jackson Public School District Proposal Submission Cover Page

Jackson Public School District
662 South President Street
Jackson, MS 39201

RFP Proposal #

RFP Title

Submission Deadline Date and Time:

Participating Vendor Name

Address

Hand written Signature

Print Name

Addendums Acknowledge Yes or No

Combined Proposal Total Cost

This required cover page is to be placed on the very front of the vendors submitted proposal. In the event that this page is not displayed when the deadline opening date occurs; it will not be acknowledged or allowed to be presented for evaluation. Place this page on the very front of the submitted documents. This applies to all submitted proposals weather mailed, hand delivery or electronically emailed.