

Jackson Public School District



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

Contact Information:
Project Administrator: Dr. Kimberly Smith
Telephone: 601-960-8354
E-mail: kismith@jackson.k12.ms.us

RFP 2021 - 16

Title: K - 2 Assessment Platform

Issue Date: June 17, 2021

Submission Deadline: July 19, 2021

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

PLACE COVER PAGE (13) IN THE FRONT OF PROPOSAL. INSERT PAGE NUMBERS WHEN SUBMITTING ELECTRONIC PROPOSALS VIA EMAIL. SUBMIT RFP DOCUMENTS IN THE ORIGINAL FORMAT ALONG WITH OTHER SUPPORTING DOCUMENTS ATTACHED TO PROPOSAL AND EMAIL TO jpsrfp@jackson.k12.ms.us

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 Business Office. 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.

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).

All items contained in this rfp shall be as specified or JPSP 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 this rfp.

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 JPSP 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 JPSP.
- See Pages five (5) and six (6) for further instructions

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 JPSP AND ME/US, WHICH SHALL BE CONDITIONED UPON THE EXECUTION BY BOTH JPSP 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



Post Office Box 2338 - Jackson, Mississippi 39225-2338
Telephone: 601-960-8799 ☎ Fax: 601-960-8967
Email: mishelton@jackson.k12.ms.us or bjones@jackson.k12.ms.us

REQUEST TO ADD VENDOR

To be completed by JPS School/Location:
School/Department Requesting Vendor Addition _____

To Be Completed by Vendor: Please complete all sections and return by fax or email.
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 or No
Product Line _____

PARENT COMPANY NAME: _____

Doing Business As (dba) NAME: _____

Order Address: _____

City: _____ State: _____ Zip: _____

Physical Address: _____

City: _____ State: _____ Zip: _____

REMITTANCE ADDRESS:

Vendor Name: _____

Address: _____

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: Woman & Minority Minority
 Non-Minority Woman

Select One
Type of Entity Individual/Sole Proprietor Corporation
 Partnership Other _____

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

Submitted By: Signature _____ Date _____

FOR INTERNAL USE ONLY	
Vendor Number: _____	1099: <input type="checkbox"/> Yes <input type="checkbox"/> No
Completed By: _____	Date: _____

Company's W-9 must accompany this form for IRS purposes.

The Board of Trustees of the Jackson Public School District (hereafter referred to as "JPSD") is soliciting sealed, written formal Requests for Proposals (RFP) from qualified vendors (hereafter referred to as "Vendor") for the purchase of furniture, equipment, supplies, materials, labor or services as outlined in the following specifications. Sealed rfps 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 rfps 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 determining whether their product or 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 the specifications as written. All decisions rendered shall strive to achieve the greatest value from every tax dollar expended. JPSD 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.

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 case the Addendum shall not only be acknowledged below but shall be completed and attached to the rfp at the time the rfp proposal is submitted. Receipt of the following Addendum issued during the course of this formal rfp is hereby acknowledged:

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 delivered and/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.

Performance Penalty

The Consultant is subject to a 10% penalty on this Agreement for the 2021-2022 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 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 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 the 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.

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 JPSPD 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 JPSPD sign Vendor contract documents, a sample of all such documents shall be included with the rfp proposal 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

JPSPD has adopted a Vendor Grievance Procedure to address and resolve any Vendor grievances or disputes resulting from or arising out of JPSPD'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 JPSPD. 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 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 JPSPD. The decision of the Board shall be final, subject to Vendor's right to pursue a legal remedy.

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 in order 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 prior to submitting sealed proposal.**
- **Failure to comply with the above submittal instructions will cause proposals not to be registered or cataloged to 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 Six (6) Copies and any Documentation submitted with Proposal when Mailed or Hand Delivered to:**
- **Any proposal not received by the stated submission 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 13: 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 opening of proposal occurs; it will not be acknowledged or allowed to be presented. Place this page on the very front of the submitted documents. This applies to all submitted proposals weather mailed, hand delivery or electronically emailed.

Please submit proposal when mailed or hand delivered to:

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

Or

Proposals may be submitted via email to: jpsrfp@jackson.k12.ms.us. No copies are warranted if emailed electronically.

Please follow the proposal submittal instructions.

PLACE COVER PAGE (13) IN THE FRONT OF PROPOSAL. INSERT PAGE NUMBERS WHEN SUBMITTING ELECTRONIC PROPOSALS VIA EMAIL. SUBMIT RFP DOCUMENTS IN THE ORIGINAL FORMAT ALONG WITH OTHER SUPPORTING DOCUMENTS ATTACHED TO PROPOSAL AND EMAIL TO jpsrfp@jackson.k12.ms.us

Please follow the proposal submittal instructions.

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.

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.*

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

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Original Signature of Contractor or Authorized Official *Date*

****Project is being supported with federal funds***

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 _____

Addendums Acknowledge Yes _____ or No _____

Combined Proposal Total Cost _____

This 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. Place this page on the very front of the submitted documents. This applies to all submitted proposals weather mailed, hand delivery or electronically emailed.

Introduction

The instructional philosophy of the Jackson Public School District is to ensure that maximum learning takes place in a safe and positive environment. Teachers serve as positive role models, mentors, and contributing team members who adhere to and enforce, district and school policy. Teachers will use the district's instructional delivery model to ensure effectiveness and consistency.

Instruction is student-centered and focused on the goal of mastering the curricula of the Districts, which is aligned to state standards and frameworks. Essential elements of quality instruction include, but are not limited to, implementation of the district curricula, teaching to the standards, utilizing effective methods of delivery, assessing, re-teaching, and providing expanded opportunities in the learning process.

The purpose of this document is to outline a plan of activities, instructional strategies, and assessments to focus the effects of the District in achieving instructional success as defined by the state and accountability model.

All training and materials must be aligned to the Mississippi College and Career Readiness Standards. The professional development provided to teachers must be ongoing and give them the tools needed to prepare their students for state-mandated tests, high school completion, and post-secondary education.

Scope of work and responsibilities

The Jackson Public School District (JPSD) through the Office of Teaching and Learning is soliciting competitive written proposals from qualified Vendors for administering assessments for the English Language Arts and Mathematics in grades K-2.

2.0 Project Overview

The Jackson Public School District (JPSD) through the Office of Teaching and Learning is to procure a Vendor that will assist the district in the development and administration of its summative and formative assessment programs in ELA and Mathematics, for grades K-2. These tests will be based on the Mississippi CCR Standards and Mississippi State Frameworks (MSF) (or an updated/revised version) and must be fully aligned to them. Jackson Public Schools is requesting that each interested vendor prepare a response to this proposal in the following manner:

- Design of the Assessment Program
- Development of New Items and Test Forms
- Online Assessment and Technology Delivery System
- Test Administration
- Production of Support Materials
- Processing and Scoring of Test Materials
- Psychometric Analysis
- Reporting
- Training
- Customer Support
- Management of the Assessment Program
- Cost Proposal Format

JPSD's primary goal with respect to test design is ensuring that the assessments measure student mastery of the Mississippi standards, and accomplishes this in the most cost-effective way. JPSD requires that the test administration not be longer than the amount of time currently spent for testing in the state.

The Request for Proposals (RFP) includes programmatic, technical, and psychometric activities for each of the following components of the Districts assessment programs:

Component 1

Benchmark and Formative Assessments

- English Language Arts (ELA) Grades K-2
- Mathematics Grades K-2

All services related to test design, item development and review, item banking, test production, online administration, data files and score reports for the JPSD are the responsibility of the vendor selected under this RFP.

The following areas of support must be addressed in your proposal as it pertains to the District Benchmark and Formative Assessment Services and professional development:

- Grades K – 2 (ELA and Math) shall consist of a combination of multiple-choice (MC), constructed-response (CR), writing tasks, and technology-enhanced (TE) items, as well as performance tasks (PT) types of items that measure student knowledge, skills, and abilities in depth. The representation of higher cognitive complexity should be in sync with the complexity level of the standards.
- The vendor will create a customized plan that includes timelines for professional development and support that includes recommendations for training of JPS Principals and School Test Coordinators, technical onboarding assistance, online job-embedded resources, and easy online access to chat with support professionals. Please make sure the plan addresses professional development by elementary, middle, and high school division.
- The vendor must have an online student testing interface that directly mirrors high stakes testing experiences:
 - Online tools (i.e. four function calculator, graphing calculator/tool, highlighter, compass, ruler, straightedge, protractor, eliminator, pencil, strikethrough, reset, etc.)
 - Part A, part B, and multi-select questions
 - Split screen support for reading selections and associated test items
 - Review item flag and assessment summary screen
 - Writing tools including cut, paste, copy, undo, redo, font format, spell check and paragraph format among other basic word processing functionalities
 - Audio accommodations either through text to speech or through recorded audio
 - Visual accommodation tools including magnification, reverse contrast, selection of foreground and background colors
- At least twice a year, the JPSD conducts a formal training session for school test coordinators. The initial Face-to-Face training, facilitated by the vendor, must occur early in the first nine weeks using a demo site. Based upon this training, the school test coordinators provide training within the school to school-level personnel (principals, school test coordinators, test administrators, proctors). The JPSD program coordinator, in conjunction with the vendor's program coordinator, will develop a Microsoft® PowerPoint® presentation for the district test coordinator training sessions twice a year. The presentations will provide program updates on all test administrations. The second Face-to-Face follow-up training will occur after the first-semester assessment results are received. Training sessions shall be recorded and archived as a potential future training or reference resource. JPSD will approve all materials.
- The vendor must submit a proposal that includes **examples of assessment items for Grades K – 2 (ELA and Math)** that is aligned with Mississippi College- and Career-Readiness Standards.

“2016 Mississippi College- and Career-Readiness Standards for English Language Arts”
<https://www.mdek12.org/secondaryeducation/englishlanguage>

“2016 Mississippi College- and Career-Readiness Standards for Mathematics”
<https://www.mdek12.org/secondaryeducation/mathematics>

- A comprehensive pre-test must be provided for **Grades K – 2 (ELA and Math)** that is aligned to the district’s blue print.
- Two cumulative tests must be provided for **Grades K – 2 (ELA and Math) that is fully aligned to the district’s blueprint.** This occurs at the end of the first term and the first semester.
- A comprehensive pre-test and posttest must be provided for **Grades K – 2 (ELA and Math)** that is fully aligned to the MS-CCRS.
- The vendor must provide blueprints that identify the number and types of items used to measure the targeted content standards. The vendor must also provide information regarding item characteristics (e.g., difficulty, discrimination, cognitive demand, etc.) must be provided for each formative and summative assessment given.
- The writing component of the ELA assessment for grades K-2 must be administered online with the exception of those with specific disabilities or accommodations that don’t allow for online testing. The writing component must be fully aligned to the state practice test and blueprint.
- The JPSD and vendor shall work closely with the Office of Teaching and Learning curriculum specialists to maintain general and appropriate testing blueprints. The vendor shall review and update test and item specifications that conform to these blueprints, develop test items, and construct the appropriate number of equated test forms that correspond to the blueprints. Proposals shall include a detailed Item Development Plan that describes how these tasks will be accomplished. The vendor shall update the test blueprints if necessary (based upon the general blueprints designed by the JPSD content specialists). The final blueprints will serve as the roadmap for item development and should not change once defined. They shall be based upon the consensus of the JPSD content specialists and must be approved by the Executive Directors of Teaching and Learning and Data and Accountability, respectively.
- The Office of Teaching and Learning curriculum leads will review and approve the vendor developed items that appear on these tests. The tests must be aligned with the Mississippi CCR Standards, the Mississippi State Frameworks (MSF), and JPSD blueprints. The results of these assessments will provide information that will be used to improve student achievement in JPSD.
- The vendor shall be responsible for providing and developing appropriate items in sufficient quantities to produce an appropriate number of tests, as well as item banks for each test.
- The JPSD expects at least a 95% acceptance rate by item review committees for the number of items developed each year of the contract. The vendor will have to revise items or develop additional items at no additional cost to the JPSD should the JPSD acceptance rate fall below 95%.
- The vendor must provide dedicated technical support. The vendor must provide full contact information for the specific person(s) who will be responsible for this contract, including name, address, telephone number(s), and email address along with vendor’s company contact information at no additional cost. Support services also must provide in the form of guidance documents (FAQs, troubleshooting guides, etc.) that addressed logistical and administrative needs.

- The first online administration of the assessments must be in place by August 2021, and on-going psychometric work must be done to ensure the reliability and validity of all assessments. The JPSD will specify a two-week testing window for benchmark assessments and one week for formative assessments when all schools in the district will need to administer the assessments. Make-up dates are included in the testing window.
- The vendor must provide Items and an Item Bank that has the following:
 - More than 60,000 test items;
 - Includes items that are multiple-choice (MC), constructed response (CR), writing tasks, technology enhanced (TE) items, and performance tasks (PT) types of items;
 - Enhanced Content in four core subject areas, grades 3-8;
 - Developed by content specific item development Specialists; and
 - Aligned to Mississippi CCR Standards and Mississippi State Frameworks (MSF).
- Strict, proven privacy practices to secure student data results must be reported to the JPSD no later than three business days for formative assessments and five business days for benchmark assessments after the close of the assessment window. Test results will be reported at the district, school, classroom, and student-level. Test results will include frequencies, proportions, mean/standard deviation of scaled scores, and standard errors where appropriate.
- For proposal development purposes, the vendor shall assume that each benchmark assessment form will contain at least 50-60 items total. A variety of item types are required for all benchmark and formative assessments and all assessments will be the property of JPSD.
- All tests will become the property of the JPSD and have the rights to the item bank that is developed for ELA, Mathematics, Science and Social Studies, and increase its size in future years.
- The vendor shall accommodate the assessment of students with disabilities (SWD) and students with an established 504 plan. Allowable and non-allowable accommodations shall be identified in publications provided by the vendor. Current accommodated materials include large print forms, teacher-read directions, and Read Aloud Forms (oral scripts that are exact copies of the test to be read aloud to students with reading accommodations). JPSD plans to use the student's IEP to identify appropriate accommodations for individuals that need them.
- For cost estimation purposes, the vendor shall assume a total of 10 copies of the large print edition for each administration of the ELA, Mathematics, Science, and Social Studies assessments. Cost proposals should indicate the cost for the development of large-print booklets.
- For cost purposes, the vendor shall plan to deliver enough items for teachers to create ELA, Mathematics, Science and Social Studies biweekly assessments. For future years, item development will be needed to replenish the item bank from usage of items in new forms to include a variety of item types.
- The vendor will provide test administration manuals that will be used by test administrators and proctors during the actual administration of the tests to students. The manuals shall contain detailed information regarding the following: pre-testing activities, conducting standardized administrations of the assessments via online testing, and solving any problems that arise. The vendor must submit the manual to the JPSD for approval prior to finalization.
- JPSD requires that the successful vendor provide a hosted infrastructure service solution that integrates with existing JPSD/district data systems. Ideally, the successful vendor will host an end-to-end online testing service, given pre-loaded student demographic data from the state and/or district systems. The system shall be fully functional and capable of independent operation between JPSD and the successful vendor. The system proposed for use in this RFP shall have

been in place at least two years and have a track record of operational excellence in delivering high stakes assessments for school districts. In addition, the system must include front-end data validation (e.g., the same student identification number cannot appear in multiple locations for administrations occurring on the same day; if the data from the district SIS package and JPSD Data Management System are not consistent then there should be rules to reconcile the data, etc.).

3.0 – Reporting

- The vendor must post all reports to a secure website/portal hosted by the vendor in an easy to read format and the reporting system shall be designed to complement and improve classroom instruction.
- The vendor’s system will include the ability to manage pre-formatted reports, generate custom reports, and create teacher comparison reports to compare performance by teacher, and target professional development.
- The benchmark score reports will provide a measure of each student’s performance as aligned with the JPSD pacing documents to determine mastery of the MS-CCRS.
- Specific information to be included on score reports shall be determined and approved by the JPSD. Formats for score reports shall be developed and/or revised. Individual score reports shall be available for each student, and summary reports shall be printed at the classroom, school, area, and district levels. The exact format of the score reports will be determined in meetings between the vendor and the JPSD prior to printing and distribution. After the report formats have been determined, the vendor shall prepare accurate printed examples of the reports using mock data. The vendor shall submit the report mockups to the JPSD for approval.
- Following each test administration, the vendor shall ensure that the data on all reports are accurate and correct. This quality control of data/reports and approval process shall be designed to be completed within a very short time frame (three to five days). Score reports are deliverable to the district no later than five days after the close of the testing window for benchmark assessments and three days for formative assessments.
- The vendor shall maintain security of all individual test results. Individual test information shall be made available only to JPSD, authorized school district personnel, and other entities identified and authorized by JPSD. The vendor shall indicate how it proposes to do this.

Information on the types of score reports and recipients are provided below:

Reports	District	School
Item Analysis	X	X
Standards Analysis	X	X
Class and School Summary Report	X	X
Demographic Summary Report	X	X
Student Data File (post to secure file transfer site)	X	X
Performance Level Report	X	X
Formative Assessment Score Report (indication of performance based on JPSD pacing documents and excluding areas not yet explicitly taught)	X	X

4.0 – Pricing and Fee Structure

All annual costs for the proposal should be calculated using the numbers below. The following table is based on Spring 2021 student enrollment which provides information on the expected number of test takers each year for grades K-2.

Number of Students for ELA, Mathematics, and Science Assessments by Grade

Table A

Grade	Student Count	Unit Cost	Extended Cost
Grade K	1,067		
Grade 1	1,344		
Grade 2	1,327		
Total	3,738		\$

Note: These numbers should be used as **estimates** for the expected number of test takers in the different assessments.

5.0 – Corporate Capacity

- The Vendor must present a description of their corporate capabilities and experiences. The Vendor shall provide the company’s history, including the number of years that it has been in business, buyouts, takeovers, IPO’s, bankruptcies, litigations and claims, etc. within the last 5 years, or for that period which the firm has been in business, if less than 5 years. The Vendor shall provide their principal place of business and, if different, the place of performance of the proposed contract. The Vendor shall also provide the age of their business and an average number of employees within the last five years.
- A general description of the Vendor’s capabilities and capacities related to development, production, administration of online assessments, scoring, data processing, reporting and psychometric activities shall be included. Responses must demonstrate that the Vendor meets, at a minimum, the mandatory qualifications presented at the beginning of this component. The description shall also identify the number of employees in the company and the company’s location(s), including any presence in Mississippi. The overall capacity of the Vendor’s organization(s) and the resources that it will commit to the work for the project (by name and role in project) shall be provided.
- The Vendor must submit a proposal that include examples of assessment items for Grades K – 2, that are align Mississippi College- and Career-Readiness Standards.

“2016 Mississippi College- and Career-Readiness Standards for English Language Arts”
<https://www.mdek12.org/secondaryeducation/englishlanguage>

“2016 Mississippi College- and Career-Readiness Standards for Mathematics”
<https://www.mdek12.org/secondaryeducation/mathematics>

- **Organizational Structure.** Organizational charts, including identification of Executive and Key Personnel, for the Vendor as a whole and for the JPSPD project team specifically, including subcontractors where applicable, must be provided. The charts shall clearly indicate lines of authority and communication within and among the Vendor’s departments and subcontractors, where

appropriate. The Vendor shall also describe its escalation process for resolving any vendor/client disagreements.

- The vendor must provide dedicated technical support. The vendor must provide full contact information for the specific person(s) who will be responsible for this contract, including name, address, telephone number(s), and email address along with vendor's company contact information at no additional cost. Support services also must provide in the form of guidance documents (FAQs, troubleshooting guides, etc.) that addressed logistical and administrative needs. Changes to the assigned executive team member, except for those resulting from separation of services, require prior written consent by Executive Director of Teaching and Learning and Data and Accountability. The replacement shall have qualifications which meet or exceed the original staff member proposed or the staff member holding the position previously and shall be approved by JPSD.
- **Time Allocation of Key Personnel and Services.** The Vendor shall provide a list of key staff, including but not limited to, the program manager, program coordinator(s), lead psychometrician, content development lead, content specific area leads, technology lead, scoring manager(s), production manager(s), and publication staff. Each staff member's assigned responsibilities and time allocated to the project must be provided. Time expected to be allocated by key staff to other projects must also be indicated. In no case should an individual be assigned to more than one full-time equivalent position.
- **Risk Management and Quality Assurance.** Vendor shall specifically address timeline issues, risks, and mitigation and contingency plans for all aspects of the project. These plans should refer to more than just "communication." Additional details may be provided in the response to relevant requirements and specifications.
- The Vendor should highlight its and its proposed subcontractors proven ability to document and enact risk management strategies – especially as they relate to the development, production, administration (online assessments), scoring, data processing, reporting, and psychometric activities for high-stakes assessments.
- The Vendor should submit sample Risk Assessment documentation used in an existing program to demonstrate the comprehensiveness of its ability to conduct contingency planning for a variety of conditions. This Risk Assessment documentation may be submitted as an attachment to the proposal. This documentation should also highlight internal procedures and protocols for quality assurance in all aspects of delivering large-scale, districtwide assessments – including test development, production, administration of online assessments, scoring, data processing, and reporting.
- The vendor shall ensure that all data operations are subject to multiple checks for accuracy before data, files and reports are released. The vendor shall include in its proposal a full and complete description of its quality control (QC) procedures used in the reporting process, for JPSD review. The procedure shall include hand calculations of a sample of student reports, and aggregation of student results from the school level to the district level. This should first take place with a test deck of mock student data when the scoring and reporting system is first finalized, and then be repeated when the first live student data is received. The goal is to demonstrate that the scoring and reporting system is error-free. The vendor shall indicate in detail how it proposes to do this.
- **Cost Management.** The vendor must discuss how they will monitor and maintain cost control in the project. Specific information on procedures used for cost management is encouraged. The following items need to be addressed in the Vendor's proposal.
 - A. **Assessment Costs.** The evaluation process is designed to award this procurement to the Vendor whose proposal best meets the requirements of this RFP, and is most

advantageous to JPSD, not necessarily to the Vendor with the lowest cost. However, Vendors are encouraged to submit proposals that are consistent with state government efforts to conserve district resources.

B. **Other Information.** The JPSD may conduct discussions with Vendors in the acceptable pricing range for the purpose of promoting understanding of the JPSD's requirements and the Vendor's proposal, to clarify requirements, and make adjustments in services to be performed, and in prices. Best and final offers may, in the District's discretion, be requested. Changes to proposals, if permitted by the JPSD, will be requested by the JPSD in writing from vendors.

C. **Scope Changes.** Any and all scope changes related to the contract arising from this RFP will be completed at the same rates as proposed by the vendor in its response to the RFP.

- The vendor shall include a plan that specifically identify the name of the online platform that will be used to administer assessment. The online platform must be able to accommodate JPS existing infrastructure and be the same for all assessments. The JPSD must approve the online delivery system to be used for the online testing, including but not limited to a review of tests of the system (including unit/regression tests if requested), security of the system, stress tests of the system, validation procedures for students to participate in the online administration, the school/district level management of the system, and the procedures in place by the vendor to monitor each administration.
- The vendor should assume that JPSD's technology architecture and computing hardware will not be replaced. The online testing system design must be flexible so that the software modifications, database changes, and reporting requirements can be made efficiently and cost effectively. The online testing system must be scalable to accommodate, over time, testing of additional students.
- The vendor will comply with the following technical specifications:
 - Open, flexible browser-based platform certified by IMS Global Learning Tools Interoperability (LTI)
 - Data export to build customizable reports
 - Single sign-on integration with Clever, Google, and Microsoft;
 - User Synchronization Service certified by IMS Global OneRoster v1.1 standards that can automatically provision users, classes, and group enrollment information, with no additional fee associated with rostering
- The goal is to leverage existing credentials through LDAP or other methods to limit authentication frustration. The vendor must describe or attach any SSO options available for students and/or staff members if any are available. If no SSO options are currently available, please describe or attach the recommended methodology for user account creation including the creation and management of user accounts and passwords. All adult staff have a GSuite account (formerly Google Apps for Education) and Microsoft Office 365 accounts. **The District also currently uses Clever but may be amenable to other options. The District has no desire to manually create and manage user accounts or user passwords.**
- **Access to Data Collection System.** The successful vendor shall provide JPSD and selected technical advisors with a secure, password-protected web-based system for the purposes of analyzing the assessment processes and the resultant data. JPSD shall have access to and oversight of all aspects of online performance during the data collection windows and access to captured data after the data collection windows close. The Vendor shall indicate how it proposes to do this.

- The data file shall be transmitted to JPSD. The exact content, naming conventions, definitions of data elements, and file type shall be clearly documented and agreed upon by the vendor and JPSD at least two (2) months prior to test administration. At a minimum, the district file must include all elements that have been used in reporting, as well as a CSV (MS-DOS) format version of the district file must also be provided to JPSD on the secure FTP site.

6.0. Processing and Scoring of Assessment Materials

- **Equating and Scaling.** The successful vendor shall work with JPSD to implement a scaling procedure that will result in scaled scores and an equating procedure that will ensure that the scores are comparable across years and different test forms.
- The selected vendor shall describe their plan for accomplishing all tasks related to scoring of MC items, writing prompts, merging of student score data for selected response and open response items, resolution of data errors, and quality control.
- **Scoring of Constructed Response Items.** Vendor are to propose a scoring approach, rubric, for open ended items and performance tasks that best suits the needs of JPSD. The selected vendor must provide accurate and reliable scores in a timely manner. The vendor shall describe how the following requirements will be met for scoring open-ended items:
 - Development and providing of training procedures for scorers of open-ended items and constructed response to mirror state testing. A description of the training process and protocol and procedures to qualify scorers shall be included. Protocols used to ensure consistency in the work of scorers must be included in proposals.
 - Providing summary reports from the open-ended scoring sessions to JPSD.
 - The contents of such reports will be identified jointly by the vendor and JPSD.

2. Training and Materials

- a. The vendor will provide training materials that will include the combined District Test Coordinator Manual/School Test Coordinator Manual, Test Administrator Manuals, and other training materials necessary to prepare district and school personnel to administer the assessments according to standardized procedures. The vendor will also provide an Interpretive Guide to assist JPSD educators in interpreting and using test results for instructional improvement.
- b. All manuals will be developed by the vendor in electronic format and will be delivered to the district. This includes Online Test Coordinator Manuals, Online Test Administrator Manuals, and the Interpretive Guide.
- c. The vendor shall also provide sample items, or an item bank, that includes items that cover the objectives specified in each reporting category listed in the test blueprints. These items will be representative of all items used on the test forms for the assessments.

3. Test Administration

- a. The tests that are developed by the vendor will be administered to students who are in grades K - 2, including students with disabilities and students with an established 504 plan, and will be administered twice each year. Administration for each of these tests must not be age appropriate for the grade being assessed.

4. Test Results and Reporting

- a. JPSD wishes to have equating and scaling done in a manner that produces accurate results. The vendor will be responsible for proposing a methodology for this.
- b. Results for the September administration must be reported to JPSD no later than January 15th each year. Results for the January administration must be reported to districts and to the JPSD

no later than June 15th each year. The vendor should provide a process to reconcile and validate data against JPSPD's student information system data.

- c. Any changes to items or scores in a previously submitted results file must include a new submission of the entire corrected results data file to JPSPD. The vendor will confirm these requirements in their proposal.

If selected as one of the top three (3) finalists, the vendor may be asked to demonstrate the online delivery systems on or about July 23, 2021 on site at JPSPD in Jackson, Mississippi at the vendor's expense so that staff and the proposal evaluators can understand what is being offered from a systems standpoint, what features and functionality have already been developed, and what features are yet to be developed.

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 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.

RFPS will be opened on the above date and time at Jackson Public School District, Board Room Building, 621 S. State Street, Jackson, Mississippi 39201 and recorded for public viewing. Visit www.jackson.k12.ms.us and select Jackson Public School Videos.

4.0 Management Responsibilities

The Jackson Public School District will designate one representative who will act as the primary contact for this project. The 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. If you have any questions, please contact:

Dr. Kimberly Smith
Executive Director, Office of Teaching and Learning
Jackson Public School District
624 South State Street
Jackson, MS 39201
Phone: (601) 960-8355
Email: kismith@jackson.k12.ms.us

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.

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 School District 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 susceptible of being selected for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements, but proposals may be accepted without such discussions.
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 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.
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 bidder or competitor relating to those prices, the intention to submit a proposal, or the methods or factors used to calculate the price proposal.

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 from it.

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 decide 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 is an equal opportunity employer and therefore maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and the 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.

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:

Maximum Points – 100 points

Scoring Category	Scoring Criteria	Number of Points
Scope of Proposal	The plan must layout out in a detailed manner how the Vendor will perform the duties requested in the RFP. Each duty must be addressed specifically.	25
Assigned Personnel	Do the persons who will be working on the project have the necessary skills?	10
Vendor Capability	Does the vendor have the support capabilities required? Does the vendor have previous relevant and positive experience in jobs of this type and scope and success in planning? Does the vendor have prior experience in working with similar organizations?	35

Budget	Price or cost of the services	25
References	Vendor must provide documentation of past performance that proves ability to successfully manage the printing needs of the Teaching and Learning. This requires specific references to substantiate past and current performance.	5

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

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

II. Cost

DESCRIPTION OF SERVICE	PROJECTED NUMBER OF SERVICE DAYS/ DAILY RATE	TOTAL 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:

June 17, 2021	RFP Issued
July 19, 2021	Proposals Due
July 23, 2021	Evaluation of Proposals
August 3, 2021	Estimated 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 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.
- 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.