



MEMPHIS DELTA PREP REQUEST FOR PROPOSALS Cover Sheet

Date Due: June 9, 2023
DUE NO LATER THAN 12:00 PM CST

Proposals received later than the date and time above will not be considered.

REQUEST FOR PROPOSALS: For comprehensive coaching and consulting for Memphis Delta Prep’s leadership team for the 2023-2024 school year.

NOTE TO PROPOSERS:

Carefully read all instructions, requirements and specifications. Submit your proposal with all appropriate supplements and return as instructed.

RETURN PROPOSAL TO:
Jasmine Thornton, Director, Finance & Operations
jasmine.thornton@memphisdeltaprep.org
AND
Crystal Tuggle, Executive Director
ctuggle@memphisdeltaprep.org

For additional information, contact Jasmine Thornton at jasmine.thornton@memphisdeltaprep.org

Company Name: _____

Company Address: _____

City, State, Zip Code: _____

Taxpayer Identification Number (T.I.N.): _____

Telephone No. : _____

Email: _____

Print Name: _____

Signature: _____

[Your signature attests to your proposal to provide the goods and/or services in this proposal according to the published provisions of this Request for Proposals unless modifications or alterations are clearly noted in your proposal submission.]

TABLE OF CONTENTS – REQUEST FOR PROPOSAL PACKAGE

The items below represent components which comprise this Request for Proposals (RFP) package. Proposers are asked to review the package to be sure that all applicable parts are included. If any portion of the package is missing, please notify Jasmine Thornton at jasmine.thornton@memphisdeltaprep.org.

It is the proposer's responsibility to be thoroughly familiar with all Requirements and Specifications. Be sure you understand the following before you submit your proposal packet.

1. **Cover Sheet**
2. **Table of Contents**
3. **Requirements**
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 - A. Submittals 1 - 5
 - B. Questions for Respondents
 - C. Memphis Delta Prep Goals
 - D. Summary of MDP Plan for Instructional Excellence
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REQUIREMENTS

OFFER COMPLETION

Submit complete proposal package to Jasmine Thornton, Director, Finance and Operations, and Crystal Tuggle, Executive Director. An authorized company representative should sign the Cover Sheet. Completion of the Cover Sheet is intended to verify that the proposer is familiar with the contents of the RFP and has submitted the proposal in accordance with all requirements. Due to the current COVID-19 pandemic, proposals should be submitted electronically.

The submission of a response shall be prima facie evidence that the proposer has full knowledge of the scope, nature, quantity, and quality of work to be performed, the detailed requirements of the project, and the conditions under which the work is to be performed. All terms, conditions, specifications, stipulations, and supplier requirements stated in the RFP, any attached Appendices to the RFP and any and all Addenda issued shall become part of the contract entered into between Memphis Delta Prep and the supplier.

Proposals must be emailed to Jasmine Thornton at jasmine.thornton@memphisdeltaprep.org AND Crystal Tuggle at ctuggle@memphisdeltaprep.org. **ALL PROPOSALS MUST BE RECEIVED NO LATER THAN 12:00 PM CST ON JUNE 9, 2023.** Late proposals will not be accepted. It is the responsibility of the responding supplier to assure that the response is received prior to the date/ time indicated on the Cover Page of this package.

QUESTIONS

All questions must be submitted via email to Jasmine Thornton at jasmine.thornton@memphisdeltaprep.org. Memphis Delta Prep will not hold a bid meeting for this RFP.

EVALUATION

In evaluating the proposals submitted, Memphis Delta Prep will apply the “Best Value” process in selecting the supplier to be awarded a contract for this project. **Purchase price is not the only criteria that will be used in the evaluation process.** Evaluation will consider the proposal(s) best meeting the needs and requirements of Memphis Delta Prep and such evaluation and determination of best value shall be solely at the discretion of Memphis Delta Prep. The selection process will include, but not be limited to, the following considerations:

1. The quality and range of goods and/or services the firm proposes to provide.
2. The extent to which the goods and/or services meet Memphis Delta Prep’s needs.
3. The proposer’s overall experience, reputation, expertise, stability, and financial responsibility.
4. The proposer’s past relationship, if any, with Memphis Delta Prep.
5. The ability to complete the project or provide requested services in a safe, reliable, expedient, and efficient manner.
6. The proposer’s financial terms offered to Memphis Delta Prep.
7. The total long-term cost to Memphis Delta Prep to acquire the proposer’s goods or services.
8. Any other relevant factor(s) specifically listed in the RFP.

Submission of a proposal implies the supplier’s acceptance of the evaluation criteria and supplier’s recognition that subjective judgments can and will be made by those individuals evaluating proposals.

All proposals must be valid for a minimum period of thirty (30) days from the due date of this RFP. Proposers shall furnish Memphis Delta Prep such additional information as Memphis Delta Prep may reasonably require.

Memphis Delta Prep reserves the right to contact references from the proposer's client list, or any other persons considered relevant.

All costs associated with the project must be enumerated in the proposal. Any costs associated with the project not explicitly enumerated and discussed in the proposal will not be honored. Contract prices and terms are to remain firm through project completion. The proposer shall provide information on their standard fee arrangement for any goods and/or services proposed, and any discounts offered.

Memphis Delta Prep reserves the right to conduct personal interviews of any or all potential suppliers prior to selection. Memphis Delta Prep will not be liable for any costs incurred by the supplier in connection with such interviews or with the submission of any response.

AWARD

Memphis Delta Preparatory Charter School ("Memphis Delta Preparatory", "Memphis Delta Prep", "MDP") reserves the right to reject any and all proposals and reserves the sole right at its discretion to accept any proposal(s) it considers most favorable to the interest of Memphis Delta Prep and waive any and all minor irregularities in any proposal(s). Memphis Delta Prep further reserves the right to reject any proposal(s) and seek new proposals through the issuance of a new or amended RFP if such action is deemed in the best interest of Memphis Delta Prep.

This RFP in no manner obligates Memphis Delta Prep to the eventual rental, lease, or purchase, etc. of any equipment or service described, implied or which may be proposed, until confirmed by a written contract. Progress toward this end is solely at the discretion of Memphis Delta Prep and may be terminated at any time prior to the signing of the contract.

Memphis Delta Prep may initiate discussions with supplier personnel authorized to contractually obligate the supplier. If Memphis Delta Prep is unable to agree to contract terms, Memphis Delta Prep reserves the right to terminate contract negotiations with a supplier and initiate negotiations with another supplier. Memphis Delta Prep reserves the right to select services and products from any number of proposers if in its sole discretion it is in the best interest of Memphis Delta Prep to do so.

CONTRACT RENEWALS

Renewals may be made ONLY by written agreement between Memphis Delta Prep and the proposer. Any price escalations are limited to those stated by the proposer in the original proposal.

DOCUMENT INTERPRETATION

In the event of any conflict of interpretation of any part of this overall document, the interpretation of Memphis Delta Prep shall govern.

GOVERNING LAW

Any agreements resulting from this RFP shall be governed by, construed and enforced in accordance with the laws of the State of Tennessee applicable to contracts made and wholly performed within such state (without regard to the conflicts or choice of law principles thereof). The parties irrevocably consent to the jurisdiction of the State of Tennessee, and agree that any court of competent jurisdiction sitting in Shelby County, State of Tennessee, shall be an appropriate and

convenient place of venue and shall be the sole and exclusive place of venue, to resolve any dispute with respect to any such agreements.

HOLD HARMLESS AGREEMENT

The successful supplier(s) shall indemnify, hold harmless, and defend Memphis Delta Prep, its directors, officers, and employees (paid or volunteer) from and against any and all claims, demands, causes of action of whatever kind or nature arising out of error, omission, misrepresentation, negligent act, conduct or misconduct of the contractor and its subcontractors, agents and employees (paid or volunteer) in the provision of goods or the performance of services arising out of the preparation of this proposal and execution and performance of any contracts resulting there from. Such indemnification shall also include reasonable attorneys' fees, court costs, and expenses.

INVOICES AND PAYMENTS

Memphis Delta Prep standard payment terms are net 30 days after receipt of invoice. Memphis Delta Prep will consider cash discount terms. For contract services over the span of the school year or annual year, Memphis Delta Prep would prefer monthly billing but will consider other payment plans.

In the event a supplier presents Memphis Delta Prep with invoices, statements, reports, etc. that are incomplete, or inaccurate, Memphis Delta Prep may be required to perform substantial research which could result in delay of payment. Memphis Delta Prep will not be responsible for any interest charges and/or late fees as a result of delayed payment due to time delays caused by inadequate, incomplete, or inaccurate information provided in invoices by supplier.

PRICING

Prices for all goods and/or services shall be negotiated to a firm amount for the duration of this contract or as agreed to in terms of time frame and/or method of determining price escalations, if any by proposer. All prices and methods of determining prices must be submitted within the proposal.

SEVERABILITY

If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.

TAXES

Memphis Delta Prep is exempt from federal, state, and local taxes. In the event that taxes are imposed on the goods or services purchased, Memphis Delta Prep will not be responsible for payment of the taxes. The supplier shall absorb the taxes entirely.

CONTRACT TYPE

The preferred contract type to be awarded is a fixed fee contract. However, if a supplier has reason to believe a better (more cost effective) method is practical, then the supplier is encouraged to offer that better pricing option as an alternative in its submitted proposal. Suppliers are required to provide Memphis Delta Prep with a menu of any alternates or optional services. Each alternate must be priced separately and independent of any other services offered or rendered.

TERMINATION

Memphis Delta Prep reserves the right to terminate the contract without cause with 60 days prior written notice for convenience and with 30 days prior written notice for cause, if proposer breaches any of the terms therein, including warranties of proposer or if the proposer becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which Memphis Delta Prep may have in law or equity. Cause may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to Memphis Delta Prep's satisfaction, and/or to meet all other obligations and requirements.

If the supplier breaches any provision of the proposal stipulations, becomes insolvent, enters voluntary or involuntary bankruptcy, or receivership proceedings, or makes an assignment for the benefit of creditors, Memphis Delta Prep will have the right (without limiting any other rights or remedies that it may have in the contract or by law) to terminate any contract with 30 days prior written notice to the supplier.

Memphis Delta Prep will then be relieved of all obligations, except to pay the reasonable value of the supplier's prior performance (at a cost not exceeding the contract rate). The supplier will be liable to Memphis Delta Prep for all costs exceeding the contract price that Memphis Delta Prep incurs in completing or procuring the service as described in the proposal. Memphis Delta Prep's right to require strict performance of any obligation in this contract will not be affected by any previous waiver, forbearance, or course of dealing.

ASSOCIATION

Suppliers may not use the Memphis Delta Prep official logo(s), or any phrase associated with Memphis Delta Prep, without the written permission of Memphis Delta Prep.

DISCLOSURE

All information and documentation related to this RFP submitted by proposers may be subject to public disclosure under state or federal law.

EXCEPTIONS, ALTERATIONS, ADDITIONS and MODIFICATIONS

If any exceptions, alterations, additions, or modifications are submitted by proposer to any portion of this RFP, the supplier must clearly indicate the exceptions, alterations, additions and modifications and include a full explanation as a separate attachment to the proposal. The failure to identify exceptions, alterations, or modifications will constitute acceptance by the proposer of the RFP as proposed by Memphis Delta Prep. Memphis Delta Prep reserves the right to reject a proposal containing exceptions, alterations, additions, or modifications.

MODIFICATION/WITHDRAWAL OF PROPOSAL

Proposals may be modified in writing at any time prior to the due date. Proposals may be withdrawn in writing at any time prior to the due date.

NON-PERFORMANCE BY CONTRACTOR

Performance, before and during the contract term, will be a major consideration of current contract award, renewals, and future award considerations. Failure to perform, in any sense relative to this contract, may result in the probation and/or termination of this agreement by Memphis Delta Prep on the basis of nonperformance. Nonperformance shall be determined as follows:

1. Failure to meet and maintain all qualifications required in this RFP.

2. Failure to maintain all licenses, certifications, etc. which are needed to comply with federal, state and/or local requirements.
3. Failure to keep and maintain all required insurance coverage.
4. Failure to communicate appropriately with MDP staff regarding safety or health incidents.
5. Failure to cure deficiencies within a reasonable amount of time as stated herein.

INSURANCE

All proposers must provide proof of insurance (see Attachment F).

GOVERNMENT VIOLATIONS

Supplier shall notify Memphis Delta Prep of all health and safety violations, OSHA violations, wage and hour violations, labor violations assessed by any city, state or federal government depart or agency. **Failure to notify MDP within three (3) day of a violation will result in a two hundred fifty (250) dollar per day penalty until remedied and will be considered as a serious non-performance issue.**

NON-COMPLIANCE NOTIFICATION

In the event a supplier is determined by Memphis Delta Prep to have failed to perform services in accordance with the requirements listed herein, Memphis Delta Prep will provide a written notification specifying the violation or the area of non-compliance to the supplier.

The supplier in non-compliance shall immediately remedy all violations as determined by Memphis Delta Prep. Any violations not so remedied shall be grounds for termination of the contract, in whole or in part.

ASSURANCES

All suppliers must verify and confirm that they are in compliance with all applicable federal, state, and local regulations. Each supplier must complete and sign the Assurances (Attachment E) provided in the packet.

SPECIFICATIONS

Coaching and consultation for the 2023-2024 school year

OVERVIEW

Memphis Delta Prep was founded with the core principle that excellent teaching is by far the most significant in-school factor driving student learning. To achieve the results we seek for all of our students, we have an intensive focus on highly-effective teacher coaching, so that every teacher at MDP is providing a world-class education for our students. We know that when teachers are getting better, at an ever-accelerating rate, our students can consistently achieve at unprecedented levels. Memphis Delta Prep is seeking proposals for coaching and consulting support for the school leadership team and instructional leaders for the 2023-2024 school year to continue accelerating teacher and leader growth, leading to improved student growth and achievement. Effective coaching and consulting support will help MDP drive toward its goals for the school year (see Attachment C) and should align with MDP's Plan for Instructional Excellence (see Attachment D).

COACHING AND CONSULTING SUPPORT FOR EXECUTIVE DIRECTOR AND MANAGING DIRECTOR OF ACADEMICS

MDP is looking for coaching and consulting support for the Executive Director (ED) and Managing Director of Academics (MDA) focused on a) building and maintaining systems for performance management, talent development, and implementation of academic and culture programming, and b) implementing those systems through effective management and coaching of the Director of Culture (ED), Instructional Coaches, and the Grade Level Leads and Intervention Coordinator (MDA). **MDP is seeking support in the following areas; respondents should specify how they will provide such support.**

- Managing Culture and Academic Leaders: Intervention Coordinator, Grade Level Leads, Instructional Coaches, Master Teachers, Director of Culture, Dean of Students, School Counselor.
- Defining the structure of math instruction and ELA instruction at MDP, incorporating best practices for implementation of high-quality instructional materials (HQIM) while working to accelerate learning for students after pandemic-related learning loss and to provide targeted intervention to meet the needs of individual students.
- Improving intellectual preparation and lesson internalization for ELA and math.
- Supporting staff toward achieving performance expectations.
- Providing coaches with look-fors to ensure high quality execution and planning occurs.
- Improving data collection and analysis.
- Supporting the Director of Culture and senior leadership team in analyzing and implementing an effective system for supporting classroom culture.
- Analyzing culture data and applying it as the driver for school-wide PBIS initiatives as well as individual student support plans.
- Auditing and implementing a multi-tiered system of supports to provide systematic interventions for students with significant behavioral needs.
- Supporting the development and implementation of an effective system to incentivize student attendance and address chronic absenteeism, utilizing tracking, incentives, and parental communication.

ATTACHMENT A: Required Submittals

Submittal 1	<u>Detailed Proposal</u> Proposal should include explanation of work to be completed, timeline, total scope, price, any alternates, any exclusions, and any other information relevant to successful completion of the project.
Submittal 2	<u>Response to Questions</u> Respondent should submit a response to the questions in Attachment B.
Submittal 3	<u>References</u> Respondent should supply a list of two (2) references. Names, email addresses, and phone numbers of the references must be included. If the respondent has worked with Memphis Delta Prep previously, respondent may submit a statement of previous impact in lieu of references.
Submittal 4	<u>Assurances (Attachment E)</u> Respondent must agree to the assurances, initialing on each line that compliance is met.
Submittal 5	<u>Proof of Insurance</u> Respondent shall provide proof of required insurance (see Attachment F).

All submittals must be included in the RFP package submitted by June 9, 2023 at 12:00 PM.

ATTACHMENT B: QUESTIONS FOR RESPONDENTS

Please submit answers to the following questions. Each response should be a maximum of 300 words.

1. How will the proposed project help Memphis Delta Prep achieve the school goals outlined in Attachment C?
2. How will the proposed project support MDP's 2023-2024 priorities in its plan for Instructional Excellence, outlined in Attachment D?
3. How will the proposed project help MDP address learning loss resulting from the COVID-19 pandemic?
4. Please provide a statement of your qualifications to provide the services requested in this RFP.

ATTACHMENT C: MEMPHIS DELTA PREP GOALS

ACADEMIC GOALS

Subject	Assessment	Goals
ELA	TN Ready (3-5)	Assigned double AMO target % of students will be proficient (scoring on track or mastered)
ELA	NWEA MAP (K-5)	60% of students will meet individual growth goals
Math	TN Ready (3-5)	Assigned double AMO target % of students will be proficient (scoring on track or mastered)
Math	NWEA MAP (K-5)	60% of students will meet individual growth goals

CULTURE GOALS

Category	Goal
Chronic Absenteeism	Memphis Delta Prep will have a Chronic Absenteeism rate of 31.7% or below.
Exclusionary Discipline	Memphis Delta Prep will have a suspension/expulsion rate of 0%.

ATTACHMENT D: Summary of MDP Plan for Instructional Excellence

Five Strategies to Overcome the Challenge, Build on Strengths, and Achieve our Aim

Strategy 1: Implement a Five-Pronged Approach to Sustaining a Learning Culture

A strong learning culture in a school can only be created and sustained by doing *many* things *effectively* at the *same time*. If students don't feel successful in class because teachers aren't delivering content smoothly and with proper scaffolding, the clearest and most consistent system for reactive discipline will eventually be overwhelmed. Conversely, if teachers do not receive rapid support and consistent follow up communication when they request help with student behaviors, classroom environments will not support even the most thoroughly prepared lessons. And so on. For this reason, more narrowly focused initiatives - such as investing students in daily effort data, or launching a system to ensure clean, organized, and motivating physical spaces - have helped us make incremental improvements, but we have not yet created the focused, joyful learning environment to which we aspire. In 2023-24, we will implement a five-pronged approach that addresses all the drivers of student culture at the same time. Leadership team members will report daily or weekly on metrics related to each of these buckets so that we are relentlessly focused on consistent implementation. The buckets are:

- **Classroom Teaching:** basic teacher moves (clear directions, reinforcement, redirection) implemented with more automaticity and fidelity, and addition of teacher moves that strengthen all-important teacher-student relationships.
- **Physical Space, Organization, and Whole-school Routines:** physical space is both neat and welcoming and is uniform from classroom to classroom and throughout the building; materials are organized to promote smooth lesson flow; whole-school routines are scripted to the second.
- **Supporting Teachers with Requests for Assistance:** codes that keep communication between teacher and culture support staff consistent and clear; data system that tracks most important metrics daily.
- **Individualized Student Support:** process for meeting needs of the students (~8% of student body) that account for the significant majority of culture support requests; plans developed and implemented based on consistent set of principles.
- **Proactive SEL Programming:** systematic implementation of SEL curriculum that teaches students executive functioning and self-regulation, and self-care skills and mindsets; training and accountability to ensure culture team and teaching staff are using the tools and language of the SEL curriculum in student interactions.

Strategy 2: Double-down on Strong Curriculum Implementation

Implementation of high-quality instructional materials (HQIM) with fidelity is both a research-based best practice for driving student achievement and an area of strength at MDP. We will leverage this strength more intentionally in 2023-24 by clarifying structures of blocks where our HQIM are supplemented, by developing specialized leaders who can lead more differentiated PD to build teacher curricular/content knowledge, and by ensuring that content meetings happen on a defined weekly schedule and do not veer from the codified intellectual preparation protocol for each curriculum.

Strategy 3: Streamline Use of Data and Assessments to Support Instruction

Collecting student learning data frequently - using a predetermined set of aligned daily, weekly, and longer-term assessments - will allow us to adjust instruction for whole classes and for individual students. To make this possible, teachers will consistently input data into tracking tools that make it easily accessible, coaches will do the primary data analysis lift, and coaches and teachers will meet

weekly with a consistent agenda to prepare instructional adjustments based on the coaches' data analysis.

Strategy 4: Address Chronic Absenteeism

We need our students in class if they are going to grow academically and thrive socially and emotionally. In 2019-2020, 10% of our students were absent more than 20% of days (more than one day per week, on average). Another 28% were absent between 10% and 20% of days (2-4 days per month, on average), 30% were absent between 1 and 2 days per month on average, and 32% were absent for less than 1 day per month on average. These strata represent different issues and need different interventions. We will implement a tiered intervention strategy to address each subset and track interventions (input metric) and absences (output metric) with fidelity.

Strategy 5: Increase Effectiveness and Continuity of Leadership Team

Strategies 1-4, above, will be dependent on the ability of our leadership team to build skill and implement systems of accountability and support. Strategy 5 begins with assembling a team of leaders that are highly reliable and mature as leaders, and that will grow together over multiple years to provide stability and leverage institutional knowledge. To do this, we are both restructuring roles and focusing on *who* sits in these roles. We are investing in training these emerging leaders as coaches and deepening their content knowledge in their specialized academic area, but we are selecting people who have demonstrated that they will be reliable leaders who put the team first, communicate openly with their leadership team colleagues, and are serious about speaking with one voice. We are filling our coaching roles with steady, fully-aligned emerging leaders and training on the ability to coach effectively. All deliverables and metrics that individuals on the team own will be codified on paper so that there is clarity on what metrics we review each day, each week, each month, and each quarter in our management interactions.

ATTACHMENT E: ASSURANCES

Initial each line to confirm acceptance.

The Contractor must agree to the following assurances:

_____ Contractor is in compliance with all applicable federal, state, and local laws and regulations.

_____ Contractor will not share any student data with external parties or unauthorized individuals. All student data remains the property of Memphis Delta Prep.

_____ Contractor will comply with Memphis Delta Prep policies for student safety.

_____ Contractor will comply with Memphis Delta Prep policies specific to COVID-19 safety.

Assurances completed by:

Signature

Date

Printed Name

Title

ATTACHMENT F: CONTRACTOR INSURANCE REQUIREMENTS

Insurance coverage specified below shall be furnished by Contractor with the following minimum limits:

I. Worker's Compensation:

- | | | |
|----|----------------------|------------------------|
| A. | Applicable State | Statutory Requirements |
| B. | Employer's Liability | \$500,000.00 |

II. Comprehensive General Liability:

\$2,000,000.00 combined single limit

ADDITIONAL REQUIREMENTS

It shall be the further responsibility of the supplier to require that any/all sub-vendors have in full force and effect a policy of worker's compensation and employer's liability insurance before proceeding with any of the work required under an Agreement with Memphis Delta Prep. The supplier shall procure and maintain, during the life of the Agreement, such public liability and property damage insurance, with limits as herein provided, which will cover the supplier's and Memphis Delta Prep's legal liability arising out of the work performed by the supplier and any sub-vendor, and by anyone directly or indirectly employed by either party for claims for damages for personal injury, including accidental death, as well as claims for property damages which may arise from operations under this Agreement.

**END OF Memphis Delta Prep RFP PACKAGE FOR COACHING
AND CONSULTATION.**