



South Delta School District

REQUEST FOR PROPOSALS

Web-Based Supplemental Reading, Writing, and Mathematics Instructional and Assessment Program: Grades K-8

Mr. Sammie Ivy, Superintendent

**South Delta School District
P. O. Box 219
106 Athletic Drive
Rolling Fork, Mississippi 39159
Telephone: (662) 873-4302**

Contact: Mr. Eddwin Smith, Federal Programs Director

**Issue Date: July 9, 2026
Submission Deadline: July 28, 2026, at 10:00 PM CST**

SOUTH DELTA SCHOOL DISTRICT

Request for Proposals for Web-Based Supplemental Reading, Writing, and Mathematics Instructional and Assessment Program: Grades K-8

The South Delta School District (“District”) is soliciting sealed proposals from qualified, responsible, and responsive vendors to provide a web-based supplemental reading, writing, and mathematics instructional and assessment program for students in grades K–8. This Request for Proposals (“RFP”) is issued for formal purchasing purposes and is intended to promote full and open competition, transparency, fair evaluation, and compliance with all applicable District, state, and federal procurement requirements.

Hard Copy Submission

Vendors submitting hard copy proposals shall provide one original and four copies, for a total of five complete proposal packages, in a sealed envelope or package clearly marked with the RFP title and vendor name. Hard copy proposals shall be delivered to:

Mr. Eddwin Smith, Federal Programs Director
South Delta School District
P. O. Box 219
106 Athletic Drive
Rolling Fork, Mississippi 39159

Proposals may be delivered by hand, via the United States Postal Service, or by private carrier. The vendor is solely responsible for ensuring that its proposal is received by the District at the designated location on or before the submission deadline, regardless of delivery method, carrier delay, or other circumstance.

Proposals received after the stated due date and time shall be deemed late and shall not be opened, evaluated, or considered for award. Incomplete, unsigned, conditional, faxed, or otherwise non-responsive submissions may be rejected. Each proposal must be signed by an authorized official with legal authority to bind the vendor to the proposal, pricing, certifications, representations, and all terms and conditions submitted.

Electronic Submission

Vendors submitting proposals electronically shall email a complete proposal package to eddwinsmith@sdelta.org with the RFP title and vendor name clearly identified in the subject line. The vendor is responsible for confirming timely receipt by the District prior to the submission deadline.

Questions

All questions, requests for clarification, or inquiries concerning this RFP shall be submitted in writing to Mr. Eddwin Smith, Federal Programs Director, at the address listed above. Oral statements, interpretations, or clarifications shall not be binding upon the District.

Written inquiries shall be submitted no later than July 16, 2026, at 4:00 p.m. CST.

Only written responses issued by the District shall be deemed official and binding. The District reserves the right, in its sole discretion, to determine the appropriate response to any request for clarification.

All addenda, notices, and official correspondence related to this RFP shall be issued exclusively by the South Delta School District. Failure by a vendor to acknowledge or comply with issued addenda may result in rejection of the proposal as non-responsive.

1.0 Background

The South Delta School District, located in the Mississippi Delta region, serves approximately 513 students across three campuses. The District's elementary school, located in Rolling Fork, Mississippi, serves students in pre-kindergarten through grade 5. The middle school, also located in Rolling Fork, serves students in grades 6 through 8. The high school, located in Anguilla, Mississippi, serves students in grades 9 through 12.

This RFP seeks program services for South Delta Elementary School and South Delta Middle School.

1.1 Projected Enrollment Numbers for Licenses/Seats

The following enrollment figures are provided for proposal and pricing purposes only and represent the District's projected student enrollment by school site. These figures are estimates and should not be interpreted as a guarantee of the number of licenses, seats, or subscriptions to be purchased.

The District reserves the right to increase or decrease the number of licenses/seats awarded based on actual student enrollment, identified programmatic needs, available funding, or other operational considerations. Final quantities will be determined by South Delta School District at the time of implementation and throughout the contract period, as applicable.

Vendors shall provide per-seat/per-license pricing and acknowledge that payment will be based on actual licenses utilized or purchased by the District.

Projected Enrollment Numbers for Licenses/Seats

South Delta Elementary School: Grades K-5	230 students
South Delta Middle School: Grades 6-8	109 students

2.0 Project Funding

Any contract awarded pursuant to this RFP shall be funded exclusively with federal funds and is contingent upon the availability, allocation, and continued appropriation of such funds. No award, notice of intent to award, or contract shall create an obligation of the District unless and until approved by the South Delta School District Board of Education and supported by a contract and an authorized District purchase order.

2.1 Federal Funding Regulations

The selected vendor shall comply with all applicable federal procurement requirements, including the Education Department General Administrative Regulations (EDGAR), the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and all applicable contract provisions set forth in 2 C.F.R. Part 200, Appendix II.

2.2 State of Mississippi Procurement Compliance

The vendor shall comply with all applicable Mississippi procurement laws, regulations, policies, and procedures governing public school district purchases, including Mississippi Code § 31-7-13, District purchasing policies, and requirements related to fair competition, transparency, responsible vendor selection, documentation, approval, and contract administration.

The District reserves the right to determine the appropriate procurement method, to document the basis for award, to verify vendor responsibility, to reject non-responsive proposals, and to take any action necessary to ensure compliance with applicable purchasing requirements and the best interests of the District.

3.0 Timeline for Services

All services shall commence during the 2026–2027 school year. The District may award a one-year contract or a multi-year contract not to exceed three years, subject to annual renewal, satisfactory vendor performance, approval by the South Delta School District Board of Education, and the availability and appropriation of federal funds.

4.0 Overview

The District seeks a research-based online supplemental instruction and assessment program for reading, writing, and mathematics that aligns with the Mississippi College and Career Readiness Standards. The proposed blended-learning solution shall include a web-based adaptive diagnostic assessment, comprehensive reporting for grades K–8, interim growth monitoring, standards-based mastery assessment, differentiated online instruction, and downloadable lessons to support teachers in preparing instruction for students performing below grade level.

5.0 Scope of Services Required

The proposed program and services shall satisfy the following essential characteristics and capabilities to ensure a robust, research-based, and sustainable intervention solution for all student performance levels. Proposals that fail to satisfy these foundational requirements shall be deemed non-responsive.

5.1 Scientific Research Basis

1. Evidence-Based:

- The program must be grounded in scientific research and demonstrate effectiveness in improving academic outcomes in reading, writing, and mathematics. Each proposed program should include documentation of research methodologies, outcomes from previous implementations, and an overview of the program's development process.

2. Alignment with Mississippi College and Career Readiness Standards and Instructional Best Practices:

- The program must align with current MS College and Career Readiness Standards in reading, writing, and mathematics.
- Programs must align with current instructional best practices, demonstrating that program design is informed by the latest educational research and validated instructional approaches.

3. Program and Research Design Alignment

- The program must have clear and demonstrable alignment between research findings and its instructional model and materials. Evidence of alignment should include data from the recent program implementation, case studies, and other research documentation to substantiate alignment.

4. Student Progress Monitoring:

- **Data-Driven Progress Reports:** The program must include robust data collection and reporting tools to track and report student progress in real time, allowing educators to adjust interventions based on individual student performance.
- **Progress Monitoring Frequency and Accessibility:** Reports must be accessible to teachers, administrators, and other relevant stakeholders, with frequent and customizable updates that enable data-driven instructional adjustments.

5. Technical Support and Responsiveness:

- **Ongoing Technical Assistance:** Vendors must demonstrate their capacity for responsive technical support, ensuring that all district staff questions and concerns are addressed promptly.
- **Continual Service Updates:** The program must be designed for sustainability, with regular updates and enhancements informed by advances in educational technology, instructional research, and evidence-based best practices.

6. Onsite Training and Professional Development:

- **Comprehensive Staff Training:** The vendor must provide initial and ongoing onsite training for district staff to ensure effective implementation and sustainability. Training should address all aspects of program use, including data analysis, instructional delivery, and integration with existing district initiatives.
- **Professional Development:** Vendors must offer professional development opportunities that align with the district's instructional goals and address differentiated strategies for both new and experienced educators.

7. Sustainability and Fiscal Capacity:

- **Financial and Organizational Stability:** Vendors must have the fiscal and organizational resources to maintain program delivery and support over multiple years, demonstrating capacity for sustained engagement without disruptions.

- **Adaptability and Scalability:** Services should be adaptable to accommodate district growth and changing student demographics, ensuring the program remains effective as district needs evolve.
8. **Compliance and Proven Service History:**
- **Compliance with Policies and Regulations:** The proposed program must comply with all applicable federal, state, and local policies, including data privacy laws and Mississippi educational standards.
 - **Track Record of Success:** Vendors must provide evidence of a proven history in delivering similar educational services, with references from previous or current clients and documented outcomes.
9. **Software Licensure Requirements:**
- **Licensing Model:** Vendors must specify the licensing model (e.g., per-student, per-site). The licensing structure should be clear, transparent, and aligned with the district's needs for scalability and budget predictability.
 - **License Duration and Renewal Terms:** Proposals must include detailed terms of the license duration, renewal options, and any associated costs over the contract period. This information should address how the licensing model supports the district's ability to maintain uninterrupted access and accommodate potential growth in student enrollment.
 - **Compliance with Mississippi and Federal Data Privacy Standards:** All software must comply with Mississippi data protection laws as well as applicable federal standards, such as FERPA and COPPA, to safeguard student information. Vendors must provide evidence of compliance and any necessary data security certifications.
 - **License Transferability:** Vendors shall specify whether licenses are transferable across schools within the District to allow flexibility if student populations shift or licenses must be reallocated. Vendors shall provide per-seat, per-license, per-site, or districtwide pricing, as applicable, and shall acknowledge that payment will be based only on licenses, seats, subscriptions, or services authorized by the District.

6.0 Technical and Functional Requirements

6.1 Software Features

The software shall adapt to student progress and include real-time assessment tools and frequent progress-monitoring reports accessible to teachers, students, and administrators.

6.2 Data Reporting

The program shall generate comprehensive reports on student usage, progress, and outcomes across multiple demographic filters.

6.3 Hardware and Infrastructure

Any required hardware shall be specified and must be compatible with District technology.

7.0 Procurement and Compliance Requirements

7.1 Procurement Requirements for Educational Software and Technology Purchases

This solicitation shall be administered in accordance with applicable Mississippi public purchasing requirements, including Mississippi Code § 31-7-13, applicable District purchasing policies, and federal procurement standards governing expenditures of federal funds. The District intends to conduct a competitive, fair, and documented procurement process to select the proposal that provides the best overall value to the District.

7.1. a Purchases Under \$250,000

For software and technology purchases with an aggregate cost below \$250,000, the District may use a competitive RFP process to solicit qualified vendors and promote fair and open competition, particularly for specialized educational software and instructional platforms for which comparable price quotations may not be readily available.

7.1. b Selection

Selection shall be based on the responsive and responsible proposal determined to be the lowest and most advantageous to the District, considering price, quality, compliance, implementation feasibility, vendor responsibility, and the evaluation factors set forth in the Evaluation Criteria section of this RFP.

To ensure transparency and objective evaluation, proposals shall be reviewed using a standardized scoring rubric and an evaluation committee process. The District reserves the right to make an award based on overall best value to the District and is not required to award solely on the basis of lowest cost.

8.0 Data Privacy and Security Compliance

The District and the vendor acknowledge that effective implementation of this project may require the timely exchange of data necessary for decision-making, service delivery, and payment processing.

8.1 Data Privacy and Security Compliance

The vendor shall comply with, and assist the District in complying with, all applicable federal and state laws, regulations, and policies governing student privacy, confidentiality, and data security, including the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g; the Protection of Pupil Rights Amendment (PPRA), 20 U.S.C. § 1232h; and the Children's Online Privacy Protection Act (COPPA), 15 U.S.C. § 6501, as applicable. The vendor shall maintain administrative, technical, and physical safeguards consistent with industry standards and technology best practices to protect District data from unauthorized access, disclosure, use, acquisition, destruction, or modification.

8.2 Data Ownership

All student, staff, and District data shall remain the sole property of the District and shall be used only for purposes authorized under this RFP and any resulting contract. Upon expiration or termination of the contract, the vendor shall return or securely destroy District data as directed by the District and shall certify such return or destruction upon request.

8.3 Data Breach

The vendor shall notify the District without unreasonable delay, and in no event later than the time required by applicable law or contract, upon discovery of any actual or suspected unauthorized access to, disclosure of, or use of District data.

9.0 Contract Timeframe

A contract may be awarded to the responsible vendor whose proposal is determined to be most advantageous to the District, taking into consideration price and the evaluation factors set forth in this RFP. Any resulting contract shall become effective only upon approval by the South Delta School District Board of Education, execution by all required parties, and the issuance of a District Purchase Order.

10.0 Acceptance of Proposals

The District reserves the right, in its sole discretion, to waive minor informalities or irregularities in any proposal received, provided such waiver does not prejudice the interests of the District or provide an unfair competitive advantage to any vendor.

11.0 Conditions of Solicitation

Issuance of this RFP does not constitute an offer, award, or commitment to contract. The South Delta School District reserves the right, in its sole discretion, to accept, reject, cancel, or negotiate any or all proposals in accordance with the evaluation criteria and applicable procurement requirements.

The offeror shall ensure compliance with the following conditions of solicitation:

1. Any proposal submitted in response to this RFP shall be in writing and shall comply with all submission requirements set forth herein.
2. The District shall not be liable for any costs incurred by any vendor in preparing, submitting, presenting, clarifying, negotiating, or revising a proposal or proposed contract.
3. Discussions may be conducted with vendors who submit proposals determined to be reasonably susceptible of being selected for the purpose of clarification to ensure full understanding of and responsiveness to the solicitation requirements, but proposals may be accepted without such discussions.
4. No late proposal or late modification shall be considered, except to the extent permitted by applicable District policy and procurement law.
5. The vendor represents that it has not retained a person to solicit or secure this agreement for a commission, percentage, brokerage, or contingent fee.
6. The vendor 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.

12.0 Selection Criteria and Procedures

All proposals that are received by the deadline and meet the requirements established in this RFP shall be evaluated in accordance with the criteria set forth herein. Proposals shall be reviewed and scored by an Evaluation Committee designated by the District.

Each vendor shall submit its best pricing with its proposal. The District reserves the right to request clarifications, conduct discussions, or negotiate with one or more responsible vendors after receipt of proposals and prior to award; however, the District may make an award based solely on the initial proposals received.

The District reserves the right to award one contract, multiple contracts, make a partial award, reject any or all proposals, waive minor informalities, or cancel this solicitation when such action is determined to be in the best interest of the District and consistent with applicable procurement requirements.

PROPOSAL EVALUATION CRITERIA

CRITERIA	DESCRIPTION	POINTS
1. Program Design and Research Basis: 30 Total Points		
Research-Based Evidence	Clear demonstration of a strong research basis for program effectiveness, backed by peer-reviewed studies or credible data.	5
Alignment to MSCCR and Best Practices	Alignment with current instructional best practices and Mississippi College and Career Readiness Standards with explicit instruction, range, and application. Content is age appropriate with a balance of variety and genre	15
Adaptive Learning and Customization	Ability to adjust instructional levels and provide individualized learning paths based on student performance.	15
2. Student Progress Monitoring and Reporting: 5 Total Points		
Data Collection, Analysis, and Frequent, Customizable Reports	Robust data collection and analysis tools that allow teachers and administrators to monitor student progress in real time. Availability of frequent, customizable reports with detailed insights into individual and group progress.	5
3. Technical Support and Program Sustainability: 10 Total Points		
Software Updates, Program Enhancements, and Technical Support	Continuous improvement, ensuring software and instructional methods stay current with educational standards. Availability and quality of ongoing technical assistance and customer support.	5
Fiscal and Organizational Stability	Evidence of the vendor's financial stability to support single and multi-year implementation and scaling.	5

4. Training and Professional Development: 5 Total Points		
Professional Development	Quality and comprehensiveness of initial and ongoing training for educators, including differentiated training for varying levels of experience.	5
5. Software Licensure and Compliance: 10 Total Points		
Licensing Model Transparency	Clarity and suitability of the licensing model (per-student, per-site, or district-wide) for scalability and cost predictability.	5
Data Privacy and Security Compliance	Compliance with Mississippi and federal data security standards (FERPA, COPPA, etc.) and demonstration of privacy certifications.	5
6. Accessibility and Inclusion: 5 Total Points		
Universal Access and Data Filtering	Accommodations for students with disabilities, English language learners, and other at-risk students. Ability to filter data by demographics to support data-driven instructional adjustments.	5
7. Vendor Experience and Track Record: 5 Total Points		
Previous Success and References	Proven track record with references and documented outcomes from similar implementations.	5
8. Financial Proposal: 30 Total Points		
Lowest cost = 30 pts; others proportional (Lowest Cost / Vendor Cost) x 25		25
	TOTAL POINTS	100

13.0 Exceptions

The District reserves the right to reject any or all proposals, waive minor informalities or irregularities, request clarifications, negotiate with one or more responsible vendors, cancel this RFP, or award one or more contracts as determined to be in the best interest of the District and consistent with applicable procurement requirements.

14.0 Conditions of Request for Proposal

The issuance of this Request for Proposals does not constitute an award commitment by the District, nor does it obligate the District to pay any costs incurred in the preparation or submission of a proposal.

15.0 Format and Procedure for Delivery of Proposals

Proposals shall be complete, clearly organized, and submitted in accordance with the requirements of this RFP.

The proposal must be prepared in 11- or 12-point font, single-spaced, and bound without staples, clips, or rubber bands. Each page of the proposal and all attachments must identify the vendor's name.

The proposal shall be organized in the order set forth in this RFP and consist of the four parts as identified below.

1. Part I is the Proposal Cover Page

- Included in this RFP and shall serve as the cover page of the vendor's proposal (one page only).

2. Part II is the Vendor Certification and Acceptance

- This RFP requires the vendor to indicate agreement with the terms and conditions as set forth in the RFP. If the vendor objects to any of the Standard Terms and Conditions, such objection may constitute an adequate cause for rejection without further negotiation.

3. Part III is the Program Description and Overview

- The vendor shall provide sufficient detail to enable the district to determine the services to be provided and the quality of the proposed services.

4. Part IV is the Budget/Cost

- The vendor shall provide detailed pricing, licensing structure, renewal terms, implementation, training, support costs, and any other costs associated with the proposed program and services. The budget shall clearly identify whether pricing is per-seat or per-site and include pricing for a one-year and a three-year license.

16.0 Disposition of Proposals

All submitted proposals become the property of the District and shall not be returned to the vendor.

17.0 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.
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 unreasonable.

18.0 Notice of Intent to Award

The District may issue a notice of intent to award to the vendor whose proposal is determined to be most advantageous to the District, subject to final approval by the South Delta School District Board of Education, successful contract negotiation, execution of all required contract documents, and availability of funds.

19.0 Right to Protest

19.1 Interested Party

An actual or prospective vendor that may be aggrieved by the RFP, the award of a contract, or the protest process.

19.2 Protestor

An actual or prospective vendor who is aggrieved in connection with the RFP or the award of a contract and who files a protest.

19.3 Protest Procedures

The protest procedure shall be conducted in accordance with applicable District policy and procurement requirements, including the following:

1. The vendor shall submit a formal letter of protest to the Superintendent of Education, detailing the exact nature and reason(s) for the protest. The letter shall specify precisely which terms in the RFP and/or decisions related to the award are being challenged, stating the reason for each protest.
2. The letter shall state the RFP title and date of advertisement involved in the protest, and shall be signed by the vendor representative who signed the bid proposal documents.
3. No verbal protest shall be acknowledged by the South Delta School District.

A review committee shall be appointed by the Superintendent or designee to review each timely and properly submitted protest. The committee shall base its recommendation on the written record, including the protest and any relevant procurement documentation. The committee's recommendation shall be submitted to the Superintendent for review. The protesting vendor shall be informed of the decision in writing at the earliest practicable date. The decision issued by the District shall be final, subject to any rights or remedies available under applicable law.

PART I
PROPOSAL COVER PAGE

Name of Vendor	
Contact Person and Title	
Phone Number	
Mailing Address	
Email Address	
Cost of the Program	\$ _____ per seat OR \$ _____ per school
Cost of the Program per Year	
Cost of the Program for a 3-Year Contract with an Annual Renewal Clause	

By signing below, the undersigned certifies that he or she is duly authorized to bind the vendor to the proposal submitted in response to this RFP; that the vendor has reviewed and accepts the RFP requirements, except as expressly stated in writing in the proposal; and that, if selected for award, the vendor agrees to perform the services in accordance with the requirements set forth herein and in any resulting contract approved by the District.

Authorized Signature

Date

Printed Name of Authorized Signer

Proposal Due Date and Time: July 28, 2026, at 10:00 AM CST

South Delta School District

ATTN: Mr. Eddwin Smith, Federal Programs Director

PART II

VENDOR CERTIFICATION AND ACCEPTANCE

The vendor certifies, represents, and agrees that the information provided in this proposal is complete, accurate, and submitted in good faith. The vendor acknowledges that the certifications, assurances, and representations made herein may be relied upon by the District during evaluation and may be incorporated into any resulting contract awarded by the District.

1. Contractor Violation or Breach of Contract Terms and Remedies

Any contract exceeding the applicable federal simplified acquisition threshold shall address administrative, contractual, or legal remedies for breach of contract and shall provide for appropriate sanctions and penalties, as required by 2 C.F.R. Part 200, Appendix II.

This RFP is based on anticipated District needs. Issuance of this RFP does not guarantee the award of a contract. Any resulting contract shall include termination for cause and termination for convenience provisions, including the manner of termination and the basis for settlement, as required by applicable federal procurement requirements.

2. Lists of Parties Excluded from Federal Procurement or Non-Procurement Program

Vendor certifies and represents that neither it nor its principal(s) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in district, state, or federal procurements or contracts, and is not identified in the “Lists of Parties Excluded from Federal Procurement or Non-Procurement Program” issued by the General Services Administration. The vendor further agrees to immediately notify the District if the company is later listed in SAM or is debarred, suspended, or otherwise excluded by an agency or declared ineligible under statutory or regulatory authority.

3. Non-Collusion Certification

Vendor certifies and represents that it has not violated any state, federal, or local law, regulation, or ordinance relating to bribery, coercion, improper influence, collusion, or similar conduct and that the vendor will not, in the future, offer, confer, or agree to confer any pecuniary benefit or other thing of value to any officer, trustee, agent, or employee of the South Delta School District in return for that person exercising official discretion, power, or duty concerning this RFP, the submission of a proposal, the award of a contract, or the performance, delivery, or sale under a contract.

4. Record Retention Requirements for Contract Paid for with FEDERAL FUNDS – 2 CFR § 200.334 through 200.338

When federal funds are expended by the District for any contract resulting from this procurement process, the vendor shall comply with the record retention requirements set forth in 2 C.F.R. §§ 200.334–200.338. The vendor shall retain records for the period required by federal law and shall preserve records until all pending matters are closed.

Federal funds will be the sole source of funding for all contracts associated with this RFP.

5. Access to Records – 2 C.F.R. § 200.337

The vendor agrees that the District, the awarding agency, the Comptroller General of the United States, or any duly authorized representatives shall have access to books, documents, papers, and records of

the vendor that are directly pertinent to any awarded contract for purposes of audit, examination, excerpts, and transcriptions. This right includes timely and reasonable access to vendor personnel for interviews and discussions related to such records.

6. Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

Vendor shall comply with the contract provisions set forth in Appendix II to Part 200, as applicable to any resulting contract:

- Equal Employment Opportunity
- Davis-Bacon Act
- Contract Work Hours and Safety Standards Act
- Rights to Inventions Made Under a Contract or Agreement
- Clean Air Act and the Federal Water Pollution Control Act
- Debarment and Suspension
- Byrd Anti-Lobbying Amendment

7. Independent Contractor

The vendor shall perform all services as an independent contractor and not as an employee, agent, partner, or representative of the District. The vendor shall be solely responsible for all taxes, benefits, insurance, licenses, permits, and other obligations associated with its personnel and performance under any resulting contract. No act performed or representation made by the vendor shall bind the District unless expressly authorized in writing by the District.

The vendor shall discharge all liabilities arising from its status as an independent contractor. The vendor shall not serve as an educational advocate or representative of any parent, student, or instructional staff member of the District in connection with services provided under any resulting contract. The vendor shall manage staffing, time, and scheduling to meet service goals within the constraints of the District's instructional calendar and school day.

8. Indemnification

To the fullest extent permitted by law, the vendor shall indemnify, defend, and hold harmless the South Delta School District, the South Delta School District Board of Education, and their officials, officers, employees, agents, and representatives from and against claims, damages, liabilities, losses, judgments, costs, and expenses, including reasonable attorneys' fees, arising out of or resulting from the vendor's acts, omissions, negligence, willful misconduct, breach of contract, or violation of law in connection with any awarded contract.

9. Non-Discrimination

The vendor shall comply with Title VI and Title VII of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 701 et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. 1681-1688), the Age Discrimination Act of 1975 (42 U.S.C. 6101-6107), and other civil rights laws applicable to recipients of Federal financial assistance.

10. Financial Stability and Insurance

Vendors shall demonstrate financial stability and adequate staffing to perform the proposed services. If awarded a contract, the vendor shall, at its own expense, maintain insurance coverage satisfactory to the District, including commercial general liability insurance, commercial automobile liability

insurance, contractual liability coverage, and any other coverage required by the District, with minimum limits of \$1,000,000 unless otherwise approved in writing by the District, if applicable.

If applicable, the South Delta School District, the South Delta School District Board of Education, and their officials, officers, employees, and agents shall be named as additional insureds where applicable. Required insurance policies shall not be canceled or materially modified without at least 30 days' prior written notice to the District, or such longer period as may be required by the policy. Proof of insurance shall be submitted before contract execution and upon District request.

If applicable, the vendor shall maintain workers' compensation insurance as required by Mississippi law and employer's liability coverage with limits not less than:

- A. Bodily injury by accident: \$500,000 each accident;
- B. Bodily injury by disease: \$500,000 per employee and \$500,000 policy limit.

11. Applicable Law

If selected, the vendor agrees to execute a contract governed by and construed in accordance with the laws of the State of Mississippi, without regard to conflict-of-law principles. Any litigation arising from or related to the contract shall be brought in a court of competent jurisdiction in the State of Mississippi. The vendor shall comply with all applicable federal, State of Mississippi, and local laws and regulations, including applicable student privacy requirements and policies of the South Delta School District Board of Education, as amended from time to time.

12. Background Check

Vendor personnel who may have direct contact with students or access to District facilities, systems, or data may be required to undergo criminal background checks and other screening procedures as required by District policy, applicable law, or contract.

The undersigned certifies that he or she is authorized to submit this proposal and the accompanying assurances on behalf of the vendor and further certifies that all information contained herein is true, correct, and complete to the best of his or her knowledge and belief. The vendor acknowledges that materially false or misleading information may result in rejection of the proposal or termination of any resulting contract.

Name of Organization

Printed Name of Authorized Representative

Signature of Authorized Representative

Date

PART III

PROGRAM DESCRIPTION AND OVERVIEW

Vendors shall provide a detailed description of the proposed program and services, including the following:

1. Research-Based Evidence of Effectiveness:

- Provide documentation demonstrating that the proposed program is supported by research and has demonstrated a positive impact on student achievement, particularly for low-income and underachieving students.

2. Program Design and Alignment:

- Describe how the program aligns with the Mississippi College and Career Readiness Standards and current instructional best practices.

3. Student Progress Monitoring & Reporting Features:

- Detail how your program collects and reports student achievement data.
- Explain the frequency and customization options for progress reports and how they support data-driven instruction.
- Describe how your program generates comprehensive reports on student usage, progress, and outcomes across multiple demographic filters.

4. Software Features

- Describe how your program creates individualized learning paths for students on grade level, above grade level, and below grade level.

5. Training and Professional Development:

- Provide details about your initial and ongoing training programs for teachers, school administrators, and district staff.

6. Technical Support and Program Maintenance:

- Describe the level of ongoing technical assistance and customer support that will be provided.
- Explain how your company ensures the software/program stays updated with new research and instructional standards.

7. Licensing and Compliance:

- Confirm compliance with Mississippi and federal data security regulations, including FERPA and COPPA.

8. Accessibility and Inclusion

- Describe how your program accommodates students with disabilities, English Learners, and other at-risk populations.

9. Experience and Past Performance:

- Provide a history of successful service delivery in similar school districts.
- Submit letters of reference from previous clients, including school districts or state agencies.

PART IV

BUDGET

Vendors shall provide a detailed budget for the proposed program and services, including the following:

1. Licensing Model:

- Specify the licensing model (e.g., per-student or per-site). The licensing structure shall be clear, transparent, and aligned with the District's needs for scalability and budget predictability.

2. License Duration and Renewal Terms:

- Include detailed terms for license duration, renewal options, and all associated costs over the contract period. This information shall address how the licensing model supports the District's ability to maintain uninterrupted access and accommodate potential growth in student enrollment.

3. License Transferability:

- Specify whether licenses are transferable across schools within the District to allow flexibility if student populations shift or licenses must be reallocated.

4. License Cost for One-Year and Three-Year Terms.

- Provide pricing for one-year and three-year license terms, including all fees, implementation costs, training costs, support costs, renewal costs, optional costs, and terms and conditions applicable to each pricing option.