Jackson Public School District

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

Contact Information:
Project Administrator: LaToya B. Blackshear, Director of Planning & Evaluation
Telephone: 601-960-8879
E-mail: lblackshear@jackson.k12.ms.us

RFP 2023-15

Title: Middle School Math Tutorials - Outcome Based Contracting

Issue Date: June 07, 2023

Submission Deadline: June 30, 2023

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

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

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

Questions regarding proposal specification are to be addressed to the Project Administrator, Dr. LaToya B. Blackshear listed above.

PROPOSAL FORM

Board of Trustees
Jackson Public School District
Jackson, Mississippi

Ladies and Gentlemen:

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

All items contained in this RFP shall be as specified or JPSD approved equal. For any item(s) proposed which is other than as specified, a complete and detailed cut and description for each item(s) must accompany the rfp, if the item(s) is to be considered. Please carefully read each section of 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 JPSD the product(s) or service(s) having the best performance and the highest level of function, quality and value.
- Not accept the lowest priced proposal. Proposals that do not comply with the requirements stated within this RFP subject to disqualification. Proposals that do not meet the deadline date/time will be returned to the vendor unopened.
- Request additional information or conduct discussions with one or more respondents after the RFP deadline, to secure a final selection to award RFP should such action be in the best interest of JPSD.
- See Pages eleven (11) and twelve (12) for 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 JPSD AND ME/US, WHICH SHALL BE CONDITIONED UPON THE EXECUTION BY BOTH JPSD AND ME/US OF A FORMAL, WRITTEN AGREEMENT.

RESPECTFULLY SUBMITTED,

COMPANY _____

ADDRESS _____

_____

PHONE _____ FAX _____

E-MAIL ADDRESS _____

PRINTED SIGNATURE _____

WRITTEN SIGNATURE _____

TITLE _____

DATE _____

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

JACKSON PUBLIC SCHOOLS
Transforming lives through excellent education

REQUEST TO ADD VENDOR

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

School/Department Requesting Vendor Addition_____

To be completed by Vendor:

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

Will your company accept purchase orders? _____Yes _____No

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

Are you an employee of the Jackson Public School District? ___Yes ___No
Product Line _____

PARENT COMPANY NAME: _____
Doing Business As (dba) NAME: _____
Order Address: _____
City: _____ State: _____ Zip: _____
Physical Address: _____
City: _____ 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: _____Yes _____No
Completed By: _____ Date: _____

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

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

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

It is the basic philosophy of JPSD to extend to all responsible Vendors equal consideration and the assurance of unbiased judgment in 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 Add RFP 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. Any freight/shipping cost that may be incurred for tangible items, such as books, pamphlets, handouts, materials need for presentations, etc. must be included in the total price proposal price submitted if and applicable.

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

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

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

Guarantee
Each Vendor, by presenting an rfp under these specifications, binds himself to make positive that all goods are fully up to the standards set by the specifications. Should it be discovered within a reasonable period of time from the date of purchase order or contract that such goods or services are not up to standard, JPSD shall have the right to have such goods or services replaced by others conforming to the standard requirements and the entire expense be borne by the Vendor. The Vendor shall agree to guarantee and warrant all equipment provided as a result of this RFP for a period equal to the stated guaranty/warranty in the specifications. All such warranties shall provide coverage as indicated in the specifications.

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

Award of contract shall be made to the responsible Vendor whose RFP, conforming to the specifications, is deemed to be the most advantageous to JPSD, price and all other factors considered. The Vendor acknowledges the right of JPSD to reject the RFP, in part or in total, if the Vendor fails to submit the data required in the specifications, or if the rfp is in any way incomplete or irregular. Under no circumstances may a Vendor deliver, install, or perform any service as specified in these specifications without written authorization from JPSD (i.e., a duly issued purchase order or signed contract). All RFPs shall be approved by the Board of Trustees prior to the final award.

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

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

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)

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)**	

***Appropriate signatures shall certify statements below.*

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)

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)**	

***Appropriate signatures shall certify statements below.*

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.

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_____ _____

Original Signature of Contractor or Authorized Official *Date*

Project is being supported with federal funds

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

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

Page (13): Cover page is to be placed on the very front of the vendors submitted proposal. In the event this page is not displayed when the opening of proposal occurs; it will not be acknowledged or allowed to be presented or evaluated. Place this page on the very front of the submitted documents. This is required on all submitted proposals weather mailed, hand delivery or electronically Uploaded. Submitted proposal must be signed by an authorized official to bind the offeror to the proposed provisions.

Proposals received after the due date and time will NOT be considered. Incomplete proposals will not be accepted in the evaluation process and will not be returned for revisions. No faxed or emailed copies will be accepted. The Proposal Cover Page is located on page (13) of this document

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

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

Or

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

Please follow the proposal submittal instructions.

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

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

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

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

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

Jackson Public School District Proposal Submission Cover Page

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

RFP Proposal #_____

RFP Title _____

_____

Submission Deadline Date and Time: _____

Participating Vendor Name_____

Address_____

Hand written Signature_____

Print Name_____

Addendums Acknowledge Yes_____ or No_____

Combined Proposal Total Cost _____

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

Proposal for Middle School Math Tutorials - Outcome Based Contracting

The instructional philosophy of the Jackson Public School District (JPSD) 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. Our district is committed to Innovative Teaching and Learning which is deeply embedded in our Core Values of Equity and Excellence

Instruction is student-centered and focused on mastering the district's curricula, which is aligned with state standards and frameworks. Important elements of quality instruction include but are not limited to, the 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.

JPSD is Mississippi's only urban school district, situated in the capital of Mississippi. Currently, our district serves approximately 19,000 scholars (enrolled in grades pre-kindergarten through 12th grade). The district is currently rated C based on the Mississippi Department of Education Accountability Standards (2022).

Partners are encouraged to review the District's Instructional Management System (IMS). The IMS defines the District's instructional philosophy and goals, along with the academic standards that govern the content that is to be taught at various grade levels. The IMS can be viewed by clicking here.

PURPOSE

The District is seeking Requests for Proposals (RFP) for Tutoring contractors to address middle school mathematics (the Program). The purpose of the program is to move middle school students who have scored at Performance Level 3 in math to proficiency (Performance Level 4 or 5) based on the Mississippi Academic Assessment Program (MAAP). Due to the unfinished learning that was caused by the pandemic, the District endeavors to address the unfinished learning and improve the performance of students of color, English Language Learners, Students with Disabilities, and students experiencing poverty. According to Robinson and Loeb (2021), research consistently demonstrates that tutoring interventions have substantial positive effects on student learning. As a result, tutoring has emerged as a promising strategy for addressing COVID-related learning loss and affording greater educational opportunities for students living in poverty.

This RFP is structured as an outcomes-based contract that includes upfront funding and contingent outcomes payments tied to success. Outcomes-based contracting (also known as performance-based contracting) seeks to drive public resources toward high-performing programs and services that achieve measurable, long-term student outcomes. Payment terms include a base payment (for providing services) and contingent payments, tied to achieving stipulated outcomes. (Click

https://southerneducation.org/what-we-do/strategic-initiatives/outcomes-based-contracting/ for more information regarding outcomes-based contracting.)

OUTCOMES-BASED CONTRACTING DEFINITIONS:

The Outcomes-Based Contracting terms below will be referenced throughout this RFP and in the attached contract.

Payment Outcomes: Indicators of student success that are *tied to payment.*

Process Outcomes: Indicators of student success that are used to inform ongoing learning and continuous improvement but are *not tied to payment.*

Base Payment: The maximum contract amount available for minimum service delivery.

Contingent Outcomes Payment: The maximum contract amount that will be available, contingent upon payment outcomes achievement.

Price per Outcome: The amount that will be paid *per student* for each payment outcome achieved.

Outcome Payment Cap: The maximum possible amount paid for each achieved payment outcome in aggregate.

DISTRICT SCOPE OF SERVICES:

The District is seeking Contractors who can provide in-person and/or virtual tutoring models. The District's minimum service level requirements include the following:

- Each student will receive three 30 minute tutoring sessions per week.
- Tutors will provide tutoring services to small groups with a maximum of 4 students per group.
- Tutors will provide services during the instructional day for up to 7 hours.

The District's primary focus is on its goals and outcomes and not on how the program is ultimately operated. As long as the Program meets the District's minimum service level requirements for sessions and Program length, the District is open to any other innovations, methodologies, or value-added components the Contractor can offer.

The District is part of a collaborative Math Tutoring Pilot program with the Southern Education Foundation and Third Sector whereby participating districts solicit tutoring services designed around outcome-based contracting principles. The successful contractor will form an important partnership with the District to improve student outcomes over the course of the Program and will work with the District and its cohort partners to assess the Program's functionality and progress. The Contractor will be paid a base rate for every participating student for tutoring services plus additional contingent payments for every student based on the outcomes students achieved and as

specified in the Rate Card in the RFP. Ultimately, the District seeks to partner with Contractors that share its goals for improving student outcomes and will reward Contractors for their success.

The middle school math curriculum is derived from the Mississippi College and Career Readiness (MCCR) Standards. The standards can be found here. The overall goal of the District is for this program to address the unfinished learning that students have experienced as a result of the pandemic. The district seeks a contractor to help support this goal through the provision of high-quality math tutoring.

DISTRICT GOAL:

The District will identify the participating students and ensure they are available for the tutoring sessions 2 – 3 days a week, for a minimum of 30 minutes per session. The Program will run from September – March, excluding district/state testing windows and holidays. Sessions will run Monday, Tuesday, and Thursday for approximately 46 days throughout the Program. Make-up sessions will be held on Fridays.

PROGRAM SIZE AND STUDENT POPULATION:

The District will serve approximately 1,178 students through the Program. The Information about the student population is included below. The District shall determine the makeup of the participating student population may vary. **Additionally, based on the 2023 MAAP data, the numbers are subject to change.**

Middle School	6th	7th	8th	Total Enrolled	Performance Level
Blackburn	73	36	55	164	3
Cardozo	74	57	75	206	3
Chastain	63	50	47	160	3
Peeples	48	41	45	134	3
Whitten	42	37	44	123	3
Total	**300**	**221**	**266**	**787**	

MINIMUM SERVICE LEVEL FOR SESSIONS:

To meet the minimum service level, Contractors must provide every participating student with a qualified math tutor for the duration of each session throughout the Program Length above.

If a student is absent for more than 2 scheduled sessions within the first 2 weeks of tutoring, the District can replace that student with another at the District's discretion. Both the old and the new student's outcomes will count for the purposes of calculating Contingent Payments but only one Base Payment applies.

PAYMENT OUTCOMES:

The expected outcomes tied to payment are detailed in the Outcomes Rate Card in this RFP. Contractors shall administer a universal screener or diagnostic assessment, which will be provided by the District, to establish baseline data for participating students at the start of the program. The benchmark assessment selected by the district and the state assessment will be used to measure payment outcomes. The District will be entitled to send a representative to observe the assessment administration, as applicable and appropriate.

In order for the Provider to obtain an outcome payment for a student at the end of the program term, the Provider must meet the following minimum service requirements for that student:

- The student has the same tutor for a minimum of 80% of tutoring sessions
- The student's tutor is prepared and on time for at least 95% sessions

PROCESS OUTCOMES:

Along with using Payment Outcomes to evaluate program success and impact, the District recognizes that there are multiple ways in which programs can demonstrate progress and various types of data that can be collected to inform program improvements. Through additional data collection and analysis, with the assistance of the school and District, programs can learn and continuously improve tutoring services. In addition to the Payment Outcomes that are required in the contract, the District may partner with Contractors to collect additional "Process Outcomes."

These metrics will be used to inform continuous improvement and will support ongoing learning and improvement. Process Outcomes may include additional data that Contractors will collect or may be measured by existing data and assessments that the school and District can access and share. In the contract, the District and Contractor will agree to the complete list of Process Outcomes and identify which party is responsible for tracking and sharing the data and on what timeline. These Process Outcomes will include the following:

A. Monitoring student growth on iReady assessment
B. Weekly student attendance.
C. The Contractor's timely reporting, communication, responsiveness, and collaboration with the District's requests.
D. District surveys of students about their satisfaction with tutoring services, as and when the district chooses to make such surveys.
E. Feedback from teachers and principals about their satisfaction with tutoring services.

F. Track student outcomes using the final administration of the state progress monitoring assessment for 2022 - 2023 school year.

Additionally, the District and the partner can collaborate on the development of targeted lessons to support the mastery of standards.

PARTNERSHIP:

The District seeks to establish a collaborative partnership with the Contractors chosen for this Program. The District will provide student-level data to guide Program services as necessary and as permitted by State and Federal laws. The District and the Contractors will also convene no more than every two weeks in evidence-based continuous improvement meetings to discuss Program implementation, progress on Payment and Process Outcomes, and any challenges to student participation with the goal of mutual problem-solving to achieve District goals. Additionally, the District is participating in a cohort-based Math Tutoring Pilot Program with the Southern Education Foundation and Third Sector (collectively, the District's "Partners"). As the District's chosen tutoring Contractor for this work, Contractors will also participate in meetings with the District's Partners no more frequently than monthly and allow them to access Program information.

Additionally, the district would like the partner to identify instructional goals and daily incentives for students that meet his/her stated goal during each tutorial period.

STUDENT ATTENDANCE:

The District shall be responsible for ensuring student attendance at the Program sessions. The contractor shall report weekly to the District the student's attendance at tutoring sessions and the results of any interim assessments administered by the Contractor.

PARTICIPATING STUDENTS:

The District may add eligible students up to the established total number of students, or by mutual agreement of the District and Contractor, above that number. Students may only be removed from the Program by mutual agreement.

DISTRICT RESPONSIBILITIES:

The District is responsible for providing the accommodations to enable the tutoring to occur. This includes District responsibilities as agreed to by the District and Contractor. The District shall ensure that it complies with all reasonable requests and timelines in the provision of data or other materials required by the Provider to perform its obligations. **Should the Provider be unable to serve students based on a 70% attendance rate for the length of the program effectively due**

to a lack of district compliance with reasonable requests, the District will be responsible for making the outcome-based payments for all students affected up to the outcomes caps articulated in the rate card. Should the District be unable to continue to ensure the attendance of specific active students despite rigorous attempts, the District and Provider may mutually agree to substitute alternative students in place of non-attending students.

CONTRACT EXTENSION:

The District may extend the contract for the Program with the Provider up to three years if the District is satisfied with the Outcomes achieved, and in the District's sole judgment, the Provider provides valuable support to the District's Goal.

EARLY TERMINATION:

If the Payment or Process Outcomes show the Program is unsuccessful through no fault of the District, and the Provider is unable to remedy the issues within thirty (30) days of notice, the District may terminate the Contract early.

REPLACEMENT OF CONTACTOR STAFF:

Replacement personnel must have, at a minimum, credentials equivalent to the individuals whom they replace. Resumes of replacement management personnel may be required to be submitted to the District for review.

BACKGROUND REQUIREMENTS

The contractor shall be responsible for ensuring that tutors and participants staff have met all background checks, which will be at the cost of the contractor.

TECHNOLOGY REQUIREMENTS

- The Service Provider 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 Google and Microsoft (Please identify the one in which you integrate).
- User Synchronization Service certified by IMS Global One Roster v1.1 standards that can automatically provision users, classes, and group enrollment information, with no additional fee associated with rostering.

- Strict, proven privacy practices to secure student data (FERPA) compliant.
- Integration with the district's Learning Management System (LMS) to support the use of an LMS effective in the classroom. Please identify all the LMSs in which your program integrates; and
- Does your program partner with Clever? If so, to what extent? SSO, SSO and Rostering, and Saved Passwords.

Pricing

The rate card for this contract is available below. See below for the overall goals and payments for student achievement.

The full Base Payment available will be calculated based on the number of active participants as agreed upon by the provider, school, and district within the first two weeks of tutoring sessions. The full base payment will be no greater than **$460** per student and $360,000 in total. Base Payments will be made within 30 days upon receipt of an invoice and District approval that the minimum payment terms have been met during the billing period, e.g. tutoring services were delivered.

Payments other than the Base Payment are collectively the "Contingent Outcomes Payments." The full Contingent Outcomes Payments and associated outcomes caps will be calculated based on the number of active participants as agreed upon by the provider, school, and district within the first two weeks of tutoring sessions. This amount will not exceed $240,000. In order for the Provider to obtain an outcome payment for a student at the end of the program term, the Provider must meet the following minimum service requirements for that student:

- The student has the same tutor for a minimum of 80% of tutoring sessions
- The student's tutor is prepared and on time for at least 95% sessions

The total Program fee paid shall not exceed the District Maximum 600,000. Because it is unlikely that all students will succeed fully in the outcomes below, the total eligible amount per student multiplied by the number of students will exceed the District Maximum. The total payment that the District will make for each outcome will be limited by its respective outcome payment cap.

Outcomes Rate Card			
Outcome	Metric	Price Per Student	Outcome Payment Cap
Proficiency on State Assessment	Student achieves proficiency on the MS state EOY assessment in mathematics.	$ 260	$ 90,000
Proficiency- MOY Benchmark	Student achieves proficiency on the mid-year benchmark	$ 170	$ 60,000
Proficiency- EOY Benchmark	Student achieves proficiency on the EOY Benchmark	$ 260	$ 90,000
Base Payment			
Base Payment	Paid on services rendered	$ 460	$360,000
Total		$1,150	$600,000

METHOD OF PAYMENT

Invoicing will be recorded and submitted by the Provider based on the agreed upon base payment of up to $460 per student for approximately 46 sessions, billed monthly according to the payment schedule below.

Month	Sept.	Oct.	Nov.	Dec.	Jan.	Feb.	March
Base Payment	$80	$60	$90	$30	$60	$60	$80
Approximate Number of Sessions	8	6	9	3	6	6	8

Contingent Payments shall be paid at the end of the Program term upon completion of the final assessment for all participating students the 3rd week of August.

METHOD OF AWARD

The District will make its award based on the evaluation of the written proposals to determine the most qualified Provider or Providers that are most likely to improve student outcomes. A maximum of 100 points will be awarded. The point totals are as follows:

Criteria Category	Description	Points
Price	Applicant accepts terms of the OBC Rate Card in Scope of Work Payment Terms	Y/N
Service Model & Population	Applicant has experience and/or an evidence-informed approach to providing [*services, e.g., math tutoring services*] to historically underrepresented student populations.	25
Capacity	Applicant has capacity to serve student population, in terms of numbers of staff with the ability to serve the identified student population	25
Outcomes & Evaluation	Applicant provides services that have a demonstrated track record of achieving the payment outcomes in this RFP and a theory of change that supports outcomes achievement.	25
Continuous Improvement and Collaboration	Applicant has experience collecting and analyzing performance data to continuously improve service delivery Applicant has experience collaborating with institutions, students, and as part of larger workgroups in delivering and improving services to achieve outcomes.	25

EDUCATIONAL DATA SHARING AND PROTECTION ADDENDUM

This is a rider and addendum ("Addendum") to the contract, agreement, terms of use, privacy policy, and/or other contractual document(s), as they exist now or as changed and updated by Contractor (collectively, the "Contract") by and between the Jackson Public School District ("District") and _____ (referred to herein as "Contractor"). This Addendum modifies the Contract. Any and all contradictory terms or conditions in the Contract are hereby null, void, and deleted. This Addendum shall be deemed incorporated by reference into the Contract and the following terms and conditions shall take precedence over and control to the exclusion of all other terms and conditions in the Contract:

1. Ownership of District Data. In the course of performing the Contract, Contractor may receive and have access to student education records ("Education Records") that are subject to and as defined by the Family Educational Rights and Privacy Act, 20 U.S.C. 1232g, *et seq*. and the regulations promulgated thereunder ("FERPA"). Such information is considered confidential and is therefore protected. Contractor is deemed a "school official," as defined by FERPA, to the extent of its access to such Education Records. The District has determined that Contractor has a legitimate educational interest qualifying it to access the Education Records, and Contractor agrees and acknowledges that it is bound by and shall follow all rules, regulations, and requirements of FERPA, as amended from time to time. The District will retain exclusive ownership and direct control of the Education Records and any other documents, materials, communications, or other data provided by the District to Contractor.

2. Scope of Data and Education Records Obtained. Contractor shall only request, obtain, access, or otherwise acquire the data and/or Education Records absolutely necessary to perform its obligations under the Contract, and nothing more. Contractor hereby warrants that it has not and will not request, obtain, access, or otherwise acquire data or Education Records beyond what are absolutely necessary to perform its obligations under the Contract.

3. Use of Education Records. Contractor shall keep the Education Records private and secure and not use the Education Records for any purpose outside of those absolutely necessary to perform the Contract.

4. Disclosure of Education Records. Except as required by law, Contractor shall not disclose or share Education Records with any third party, except to Contractor's vendors who have expressly and contractually agreed to maintain the confidentiality of information to the same extent and for the same period of time required of Contractor as provided in this Addendum. Upon request from the District, Contractor shall provide a complete copy of all contracts or agreements with its vendors, service providers, and other third parties who have access to the Education Records.

5. Requests for Education Records. In the event any person or entity seeks, whether in accordance with FERPA or other relevant federal or state laws or regulations (except to for those requests that fall under section 6 below), to access the Education Records, Contractor shall (1) immediately (within twelve [12] hours) inform the District and (2) not provide access to such information unless or until Contractor obtains written instructions to do so from the District.

6. Subpoenas or Court Orders for Education Records. In the event Contractor receives a court order or lawfully-issued subpoena seeking the release of Education Records, Contractor shall immediately (within twelve [12] hours) provide notice of the same to the District, and which notice shall include a copy of the court order or lawfully-issued subpoena. Contractor shall wait to release such information until the later of (1) the last day for compliance with the court order or lawfully-issued subpoena or (2) the receipt of written authorization from the District to release the information.

7. Protection of Education Records. Contractor agrees to ensure the security, safety, and privacy of the Education Records. Contractor agrees to implement technical and other security measures to do so, including but not limited to the following:

a. Encryption of all data while either stored or in transit;
b. For all Contractor-owned or controlled accounts with access to the Education Records:
    i. Multi-factor authentication;
    ii. Separate, individual user accounts;
    iii. Logging of all access;
    iv. Implemented policies and procedures granting access to the Education Records only when absolutely required;
    v. Criminal background checks to ensure the users of such accounts have no felony convictions, other convictions that may indicate a lack of honesty, or are registered sex offenders;
c. Industry-standard physical security and physical access controls, including but not limited to continuous video surveillance of premises owned or leased by Contractor where the Education Records are stored;
d. Firewalls for all external data connections;
e. Backups of the Education Records to at least one site geographically separated from the primary site by at least two hundred and fifty (250) miles; and
f. Implementation of a procedure for regular and timely installation of all necessary software patches and updates on systems storing or with access to the Education Records.

Contractor shall ensure its vendors and sub-vendors with access to the Education Records are contractually required to implement security measures including but not limited to those listed herein.

8. Audit. Contractor agrees that the District or its designee may conduct audits of Contractor and its systems related to the storage, security, safety, and privacy of the Education Records. Such audits may be conducted on an irregular basis, but no more than two (2) per calendar year, except as provided for otherwise provided herein. The District shall provide Contractor at least five (5) days' notice prior to commencement of any audit performed under this section. By conducting any audit permitted by this Addendum, neither the District nor its designee shall be liable or responsible for the privacy, safety, and security of the Education Records in the possession or control of Contractor. If, in the sole discretion of the District, the audit reveals issues with the

security, safety, or privacy of the Education Records, the District may immediately terminate the Contract without penalty.

9. Insurance. Contractor agrees to maintain at all times the following policies of insurance with companies authorized to do business in Mississippi. The District shall be listed as an additional named insured on each such policy:

a. Comprehensive commercial general liability, with limits of not less than One Million Dollars ($1,000,000) per occurrence; and
b. Cyber insurance, providing coverage for ransomware attacks, data breaches, and other similar incidents, with limits of not less than Two Million Dollars ($2,000,000) per occurrence.

Upon request from the District, Contractor shall furnish proof of the existence of said policies of insurance.

10. Data Breach. In the event Contractor or its employees, agents, vendors, or sub-vendors become aware of an actual or likely data breach, ransomware attack, or other incident affecting the security, confidentiality, availability, or integrity of the Education Records in Contractor's custody or care, Contractor shall:

a. Take immediate steps to limit and mitigate the incident to the extent possible;
b. Unless expressly prohibited from doing so by law enforcement, immediately (within four [4] hours) notify the District of the incident, and provide regular and timely updates;
c. Indemnify and hold the District harmless for any loss, cost, damage, or expense suffered by the District as a result thereof, including but not limited to paying for mandatory or voluntary data breach notifications, as well as related costs such as credit monitoring and call center services; and
d. Refrain from sending notice to persons affected by the breach pursuant to Mississippi Code § 75-24-29 or any other Federal or State law without first obtaining the District's approval for such notice, which approval will not be unreasonably withheld.

11. Return of Data; Destruction. Upon termination of the Contract for any reason, Contractor shall release and return all Education Records within ten (10) business days, in a CSV file or other format usable by the District. Contractor shall be assessed a penalty of Five Thousand Dollars ($5,000.00) per day payable to the District for each business day in excess of ten (10) days from termination that said Education Records are not returned, with no cap or limit as to the amount of such damages. As for any copies of Education Records retained by Contractor, whether digital or otherwise, Contractor shall ensure that it disposes of any and all data or information or Education Records in a manner that maintains the confidentiality of the contents of such records. Such disposal must ensure said records are unusable, completely illegible, and cannot be reassembled in any way. Any electronically-stored Education Records must be securely written over at the time of deletion (whether at the termination of the Contract or before) in such a manner

to ensure said records or data cannot be recovered. These provisions include and extend to backups of Education Records or any other data.

12. Governing Law and Venue. The Contract is governed and controlled by the laws of the State of Mississippi. All suits, claims, cases, controversies, actions, disputes, complaints and/or orders related to, arising from, in connection with, or to construe or enforce the Contract shall be governed by the laws of the State of Mississippi, without regard to its conflicts of law principles. The courts of Hinds County, Mississippi shall be the sole and exclusive jurisdiction and venue for any civil action related to this Contract, and the Contractor irrevocably consents to jurisdiction in said courts and waives any argument that such courts are not a convenient forum for such litigation. Any provision which purports to establish venue outside the State of Mississippi is deleted. The District will provide notice to Contractor of any pending legal dispute or claim regarding the use of Contractor's products by the District, such that the parties may first attempt to resolve the matter amicably. This language shall not be interpreted to limit the timeframe upon which the District can bring a claim or suit.

13. Tax Exempt Status. The Contractor is liable for all taxes arising from, related to, or in connection with the Contract or the performance of the contract. Pursuant to Mississippi law, the District is exempt from state sales and use tax. Likewise, the District will not pay excise, personal property, real property, income, value added, or any other similar taxes. If the Contractor is liable for such taxes, the Contractor shall take such into consideration in pricing. It is the Contractor's responsibility to contact the local taxing authority in the state and county where equipment will be located to determine possible tax liabilities in connection with the Contract.

14. Attorneys and Collection Fees. Any references to payment of attorney or collection fees by the District are deleted.

15. Indemnification. Any references to the District indemnifying, defending or holding harmless the Contractor or any other party are deleted to the extent they are prohibited under Mississippi law.

16. Time Limitations. Any provision limiting the timeframe upon which the District can bring a claim or suit is deleted.

17. Disclaimer of Warranties. The District does not waive, disclaim or exclude any warranties of any other party to the Contract, including without limitation, such other party's warranties of merchantability or fitness for a particular use or any common law warranties to which the District is entitled.

18. Waiver of Claims, Remedies or Damages. The District does not waive any claim or cause of action (present, past or future). The District does not waive any type or category of remedies or damages.

19. Limitation of Liability/Damages. The District does not limit the liability of the Contractor for negligence, or for intentional or reckless torts. The District does not limit the liability of Contractor to the amount of the Contract, to any other set amount, or in any other way.

20. Liquidated Damages. Any references to payment of liquidated damages by the District are deleted.

21. Immunities. The District does not waive its sovereign immunity or its Constitutional Eleventh Amendment immunity. Miss. Code Ann. § 11-46-1, et seq.

22. District Liability. The District shall only be responsible for liability resulting from the actions/inactions of its officers, agents, and employees acting within the course and scope of their official duties with the District.

23. Policies. Provisions of the Contract that provide for actions or results that are inconsistent with or in violation of the policies of the District or its Board of Education are deleted.

24. Control of Litigation. Any provision giving the Contractor exclusive control over litigation is deleted.

25. District Insurance. The District is self-insured as defined under the Mississippi Tort Claims Act by Miss. Code Ann. §11-46-1. Any provision of the Contract which requires the District to purchase any form of insurance is deleted. Any provision of the Contract which requires the District to name the Contractor party as an additional insured is deleted.

26. Arbitration. The District does not agree to submit to arbitration or mediation.

27. Unauthorized Payments. The District does not agree to pay extra compensation, fees, or allowances after service has been rendered or a contract has been made, or for any payment not authorized by law.

28. Payment by the District. Any and all billing will be in accordance with MS Code §31-7-305. Any provision that requires the District to pay Contractor any late charges, fees or penalties is governed by Miss. Code Ann. §31-7-305.

29. Term. The term of the Contract shall be for the term stated in the Contract itself. In the event no term is stated in the Contract, the Contract shall expire three (3) years from the date of the Contract. Any reference to an automatic renewal of the term of the Contract is deleted. All renewals shall be in writing and agreed to by the parties.

30. Breach of Contract. In the event either party materially breaches the Contract, the non-breaching party may terminate the Contract upon thirty (30) days written notice to the breaching party. Such termination shall not prejudice the non-breaching party's right to pursue any and all other legal or equitable remedies available to it.

31. Termination for Convenience. If a multi-year Contract, the District may terminate this Contract at any time for convenience and with or without cause immediately upon electronic notification to the Contractor.

32. Mutual Termination. If a multi-year Contract, the District may mutually agree to terminate this Contract. Payment shall be made for the services provided up to the agreed upon date of termination.

33. Availability of Funds. The continuance of the Contract with the District is based upon the availability of funds. Therefore, this Contract can be cancelled by the District with thirty (30) days' notice to the Contractor at the end of the fiscal period in the event funds are not appropriated by the funding authority. In such event, any property covered by a lease shall be returned to the lessor.

34. Assignment/Third Party Beneficiary. Neither party may assign its rights or delegate its duties under the Contract without the prior written consent of the other party, which shall not be unreasonably withheld. Any purported assignment of rights in violation of this provision is void. The Contract does not and is not intended to confer any rights or remedies upon any persons other than the parties to the Contract.

35. Public Records. Notwithstanding any other provisions, Contractor acknowledges that the terms of this Contract are subject to the Mississippi Public Records Act ("MPRA"), Mississippi Code Annotated § 25-61-1 *et seq*. (1972, as amended). All disclosures by the District must be made in compliance with District policies and procedures established in accordance with the MPRA.

36. District Employment. Any provision penalizing the District for hiring an employee of Contractor is deleted.

37. Publicity/Trademarks. Contractor may not publicize the fact of the Contract, publicize the District's relationship with the Contractor as its customer, include the District on a customer list; or use the District as a referral source without the District's prior written consent. Contractor shall submit, for the District's review and approval, all press releases or any other publicity materials mentioning the District by name, and Contractor shall not publish such without the District's prior written approval, which may be withheld at the District's sole discretion. Neither party shall use the other party's o trademarks, service marks, logos, symbols, designs, or other marks without prior written approval of the other party.

38. Governmental Entity. The Contractor recognizes and acknowledges that the District, as a political subdivision of the State of Mississippi, enters into this Contract only to the extent authorized by Mississippi law, including the opinions of the Attorney General of Mississippi. Any provision to the Contract that is not authorized by or is inconsistent with Mississippi law, including the opinions of the Mississippi Attorney General, is invalid and deleted.

39. Personal Liability. Contractor acknowledges that the individual executing the Contract on behalf of the District is doing so only in his/her official capacity. To the extent any provision contained in the Contract exceeds such authority, Contractor agrees that it will not look to the individual capacity or otherwise seek to hold the individual personally liable for exceeding such authority.

40. Employment Protection Act. Contractor represents and warrants that it will ensure compliance with the Mississippi Employment Protection Act, Miss. Code Ann. § 71-11-1 et seq. and shall register and participate in the status verification system for all newly hired employees.

41. Ethics: Gratuities and Kickbacks. By signing this Addendum, the Contractor certifies that neither it nor any of its employees, representatives or agents have offered or given gratuities, in the form of entertainment, gifts or otherwise, to any director, officer or employee of the District with the view toward securing favorable treatment in the awarding, amending, or the making of any determination with respect to the performing of this Contract. The right of Contractor to proceed may be terminated after notice and hearing, the District determines that a Contractor, any agent, or other representative of Contractor gave or agreed to give, any employee in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, as listed in Miss Code Ann. § 97-11-53.

42. Records. Contractor shall maintain all records relevant to this Contract for at least three years following completion of the Contract.

43. Representation Regarding Contingent Fees. By signing this Contract, the Contractor represents that it has not retained a person to solicit or secure a District contract upon and agreement or understanding for a commission, percentage, brokerage, or contingent fee.

44. Conflict of Interest. By signing this Contract, the Contractor certifies no involvement, financial or otherwise, that any member of the District's board of education, employee, officer or agent of the District may have in the Contractor's organization. Contracts shall be in accordance with Miss Code Ann. §37-11-27.

45. Debarment or Suspension. By signing this Contract, the Contractor agrees that neither it nor its principals are currently debarred or suspended from entering into a contract with a federal department, any political subdivision, a governing authority, agency of the State of Mississippi, or any other state, and that it is not an agent of a person or entity that is currently debarred from entering into a contract with a federal department.

46. Infringement. (A) Contractor represents to the best of its knowledge that it has full right to sell or license to the District the software, the products or the use thereof, and that all such software or products are delivered free of any liens, encumbrances or rightful claim for any infringement of any United States copyright, patent, trade secret or trademark. The Contractor further warrants that the licensed software or product does not knowingly infringe any patent, copyright, trade secret or trademark. The Contractor agrees to indemnify and hold the District harmless from any and all third party claims or infringement relating to the District's use of the products sold hereunder, including but not limited to paying all actual defense costs and reasonable attorney's fees, and any judgements. (B) If the use of any element of the licensed software is enjoined as a result of any claim arising out of a breach of the warranty, the District may terminate the subscription to the product and seek other remedies available by law.

47. Entire Agreement. The parties acknowledge that the Contract, including this Addendum, sets forth the entire agreement and understanding of the parties as to the subject

matter(s) including therein. The Contract may only be modified by express written agreement of the parties. Any revisions or changes to any terms of use, privacy policy, or other documents posted on Contractor website or otherwise provided shall be null and void as to the District to the extent contradicted by the Contract and this Addendum.

ACCEPTED AND AGREED BY CONTRACTOR:

_____

Contractor Name

_____

Contractor Authorized Signature

_____

Date

EXHIBIT 1

OUTCOME-BASED CONTRACTING (OBC) FOR MATH TUTORING

RFP MEMBER EVALUATION WORKSHEET

Criteria Category	Reference to Proposal Evaluation Criteria	Comments	Total Points
A. Service Model & Population Applicant has experience and/or an evidence-informed approach to providing math tutoring services to historically underrepresented student populations.	**(Total points 25)** **General Guidelines** 16- 25 = Exceeds 12-15 = Meets criteria 7-14=Partial Meets Criteria 0-6 = Does No Meet Criteria/Not Provided		
B. Capacity Applicants have capacity to serve the student population, in terms of numbers of tutors with the ability to serve the identified student population.	**(Total points 25)** **General Guidelines** 16- 25 = Exceeds 12-15 = Meets Criteria 7-14=Partial Meets Criteria 0-6 = Does No Meet Criteria/Not Provided		
C. Outcomes & Evaluation Applicant provides services that have a demonstrated track record of achieving the payment outcomes in this RFP and a theory of change that supports outcomes achievement.	**(Total points 25)** **General Guidelines** 16- 25 = Exceeds 12-15 = Meets Criteria 7-14=Partial Meets Criteria 0-6 = Does No Meet Criteria/Not Provided		
D. Continuous Improvement and Collaboration Applicant has experience collecting and analyzing performance data to continuously improve service delivery. Applicant has experience collaborating with institutions, students, and as part of larger workgroups in delivering and improving services to achieve outcomes.	**(Total points 25)** **General Guidelines** 16- 25 = Exceeds 12-15 = Meets Criteria 7-14=Partial Meets Criteria 0-6 = Does No Meet Criteria/Not Provided		

E. Acceptance of Payment Terms The applicant agrees to the Rate Card and Outcomes Based Contracting payment structure articulated in the Pricing section of the RFP.			

Committee Member Printed Name and Signature _____ Date _____

RESPONDENT_____

For questions, please see the Project Administrator contact information listed below:

Jackson Public School District
662 South President Street
Jackson, MS 39201
Contact Information:
Project Administrator: Dr. LaToya B. Blackshear, Director of Planning & Evaluation
Telephone: 601-960-8879
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