

**THE
AGENCY PROCUREMENT
FILE**

Title: Summer Food Service Program Media Campaign

RFx No.: 3120003260

Contract No.: 8200085248

Supplier Name: Focus Group, Inc. d/b/a The Focus Group 3100033331

REQUEST FOR PROPOSALS OR REQUEST FOR QUALIFICATIONS

PURVIEW DETERMINATION

Communication with DFA and/or ITS regarding purview of the procurement

Not Applicable

PPRB DISCRETIONARY AUTHORITY

Any requests for exceptions to regulatory or statutory requirements

OPSCR STAFF APPROVAL REQUEST

Date: 11/4/2025

Request type:

- Multiple Small Purchase Contracts with a Single Vendor
- Correction of Scrivener's Errors or Technical Issues
- Modifications that Only Reduce Dollar Amount or in which Amount and Services are Unchanged
- Contract Assignments
- Contractor Change of Name
- Renewal Years and Spending Authority in Accordance with Original Procurement
- Modification Reducing Dollar Amount of Contract Only
- Modifications in Which Dollar Amount and Scope of Services are Unchanged
- Modification to Period of Performance Only as a "Bridge" Contract
- Statutory Exemption. Please specify: _____

-
- Additional documentation attached.
 - Court Ordered Sole Source Contracts Consistent with the Court Order
 - Contract Termination (in whole or in part)
 - Exception to required solicitation and contract clauses
 - Petition where Agency sets the Price
 - Contracts Consistent with Statewide PVLs
 - Contracts consistent with National Cooperatives Adopted as PVLs
 - Other. Please specify: _____

Agency Representative: John R. Sykes

COMPLIANCE REVIEW

Documentation regarding any compliance review(s) previously conducted by OPSCR

From: Chelsea Stewart <Chelsea.Stewart@dfa.ms.gov>
Sent: Monday, December 8, 2025 8:41 AM
To: John Sykes
Cc: Thelma Barnes-Lee; Leigh Washington
Subject: RE: <EXTERNAL>: OPSCR Staff Approval Request - Petition for Relief where Agency sets the Price - Rfx 3180002790

External Email

CAUTION: This email originated from outside of the MDE organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good morning!

I have completed a pre-review of Rfx 3180002790, and one comment I have is the Certification Of Independent Price Determination clause needs to be updated to correspond with the new OPSCR Rules and Regulations. This clause can be found on page 151 of the OPSCR Rules and Regulations. If you have any questions, please let me know.

Thanks,



Chelsea Stewart, CMPA
Statewide Procurement Analyst
Office of Personal Service Contract Review
Chelsea.Stewart@dfa.ms.gov
(601) 359-9312 Direct

501 North West Street, Suite 1301C
Jackson, MS 39201

FUNDING SOURCE CONFLICT

Written determination of conflict with funding source procurement rules and action taken

Not Applicable

COMPETITION, FAIRNESS, AND TRANSPARENCY

Legitimate business reason(s) for decisions impacting competition, fairness, or transparency of procurement

Not Applicable

PRESERVATION OF PROCUREMENT

A memorandum explaining any decisions made to preserve procurement

Not Applicable

AUTHORIZED TO DO BUSINESS IN THE STATE

Contractor's registration with the Mississippi Secretary of State, currently in good standing



Michael Watson
SECRETARY OF STATE

Office of the Secretary of State
Jackson, Mississippi

Certificate of Good Standing

I, MICHAEL WATSON, Secretary of State of the State of Mississippi, and as such, the legal custodian of the records as required by the laws of Mississippi, to be filed in my office, do hereby certify:

That on the 15th day of August, 2008, the State of Mississippi issued a Charter/Certificate of Authority to:

FOCUS GROUP, INC.

That the state of incorporation is Mississippi.

That the period of duration is perpetual.

That according to the records of this office, Articles of Dissolution or a Certificate of Withdrawal have not been filed.

That according to the records of this office, a current Annual Report has been delivered to the Office of the Secretary of State.

I further certify that all fees, taxes and penalties owed to this state, as reflected in the records of the Secretary of State, have been paid and that the corporation is in existence or has authority to transact business in Mississippi.

That insofar as the records of this office are concerned, the said FOCUS GROUP, INC. is in good standing at this time.

Given under my hand and seal of office
the 7th day of January, 2026

Certificate Number: CN26229646

Verify this certificate online at <http://corp.sos.ms.gov/corpcnv/verifycertificate.aspx>

PUBLIC RECORDS REQUESTS

All public records request(s) regarding the procurement and a memorandum of the current status of those requests

Not Applicable

REQUEST FOR INFORMATION

Content of RFI, proof of publication, all responses received, and the required written determination

Not Applicable

CONTRACT

Full contract document submitted to OPSCR; trade secrets redacted in version posted to Agency website

A. INTRODUCTION

The contract between the Mississippi Department of Education (hereinafter referred to as the “MDE”) and Focus Group Inc. d/b/a The Focus Group (hereinafter referred to as the “Contractor or The Focus Group”) is for the purpose of Summer Food Service Program Media Campaign. The term of the contract is April 3, 2026, through April 2, 2031.

The MDE will pay Contractor an amount not to exceed \$240,000.00 through April 2, 2031, of the contract.

FY26 \$48,000.00
FY27 \$48,000.00
FY28 \$48,000.00
FY29 \$48,000.00
FY30 \$48,000.00

The contract will be awarded for five (5) consecutive years and shall be contingent upon availability of funds, successful completion of the services in the preceding year’s contract, and a performance-based evaluation.

Based upon the Internal Revenue Service Code, Contractor has been classified as an independent contractor and will not be subject to withholding.

B. STATEMENT OF WORK

Contractor will fulfill all terms and conditions as outlined in the documents listed below.

Attachment 1: The MS Department of Education's Request for Proposal for Summer Food Service Program Media Campaign, including Amendment One and Amendment Two

Attachment 2: The Proposal submitted by The Focus Group: (Summer Food Service Program Media Campaign, January 9, 2026)

C. PROGRAM EVALUATION

The Contractor shall satisfy all program evaluations as identified in the solicitation, if applicable.

D. NOTICES

All notices required or permitted to be given under this agreement must be in writing and personally delivered or sent by certified United States mail, postage prepaid, return receipt requested, to the party to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

For Contractor: Allison Buchanan, 727 Howard Avenue, Suite 401 Biloxi, MS 39630, 228-325-2933
For the Agency: Gwenyth O’Quine, 500 Greymont Avenue, Suite F, Jackson, MS 39202, 601-576-5000

E. REPORTING REQUIREMENTS

The Contractor shall satisfy reporting requirements as stated in the solicitation, if applicable.

F. PRIORITY

The contract consists of the original agreement, the MS Department of Education's Request for Proposals for Summer Food Service Program Media Campaign RFP (hereinafter referred to as "RFP" and/or "Attachment 1"), and the response proposal by The Focus Group (hereinafter referred to as "Proposal" and/or "Attachment 2"). Any ambiguities, conflicts or questions of interpretations of this contract shall be resolved by first by reference to this agreement and its' modifications in order of effective date and, if still unresolved, by reference to RFP and, if still unresolved, by reference to the Proposal. Omission of any term or obligation from this agreement, modifications, or incorporated attachments shall not be deemed an omission from this contract if such term or obligation is provided for elsewhere in this contract.

SPECIAL CONDITIONS

If applicable, based on the solicitation, the following special condition shall apply:

1. PERFORMANCE BONDS

Within ten (10) days of execution of contract and prior to commencement of services under this agreement, Contractor shall provide the Mississippi Department of Education with a Performance Bond in the amount of this agreement, which bond shall be maintained for the prompt and faithful performance of all Contractor's obligations under this agreement by a surety or sureties that are acceptable to the Mississippi Department of Education.

A performance bond is due to the program office contact each year prior to the commencement of services. The performance bond shall not be waived or negotiated.

G. ETHICS

In compliance with State law, Contractor who is employed by a public entity agrees to arrange with his/her employer to take the appropriate leave (annual, professional, compensatory, etc.) during the period of service covered by this contract. Contractor also agrees not to utilize resources of the public employer to perform the services pursuant to this contract. Prior to execution of this contract, Contractor must submit to the MDE a Certification (on the MDE form) executed from his/her employer whereby the public employer acknowledges that it is aware of its employee working for the MDE.

Additionally, if applicable Contractor agrees to comply with Miss. Code Ann. § 25-4-105 and may be subject to civil and criminal penalties if found violating the conflict of interest provisions of State law.

H. STANDARD TERMS AND CONDITIONS

Certain terms and conditions are required for contracting. Therefore, the Contractor shall assure agreement and compliance with the following standard terms and conditions.

1. ACCESS TO RECORDS

Contractor agrees that the MDE, or any of its duly authorized representatives, at any time during the term of this agreement, shall have access to, and the right to audit and examine any pertinent books,

documents, papers, and records of Contractor related to Contractor's charges and performance under this agreement. Such records shall be kept by Contractor for a period of three (3) years after final payment under this agreement, unless the MDE authorizes their earlier disposition. Contractor agrees to refund to the MDE any overpayment disclosed by any such audit. However, if any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of 3-year period, the records shall be retained until completion of the action and resolution of all issues which arise from it.

2. ANTI-ASSIGNMENT/SUBCONTRACTING

Contractor acknowledges that it was selected by the State to perform the services required hereunder based, in part, upon Contractor's special skills and expertise. Contractor shall not assign, subcontract, or otherwise transfer this agreement, in whole or in part, without the prior written consent of the State, which the State may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer of its obligations without such consent shall be null and void. No such approval by the State of any subcontract shall be deemed in any way to provide for the incurrence of any obligation of the State in addition to the total fixed price agreed upon in this agreement. Subcontracts shall be subject to the terms and conditions of this agreement and to any conditions of approval that the State may deem necessary. Subject to the foregoing, this agreement shall be binding upon the respective successors and assigns of the parties.

3. APPLICABLE LAW

The contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the courts of Mississippi.

4. APPROVAL

It is understood that if this contract requires approval by the Public Procurement Review Board ("PPRB") and/or the Mississippi Department of Finance and Administration Office of Personal Service Contract Review ("OPSCR") and this contract is not approved by the PPRB and/or OPSCR, it is void and no payment shall be made hereunder.

5. ATTORNEY'S FEES AND EXPENSES

In the event Contractor defaults on any obligations under this Agreement, Contractor shall pay to the MDE all costs and expenses, without limitation, incurred by the MDE in enforcing this Agreement or reasonably related to enforcing this Agreement. This includes but is not limited to investigative fees, court costs, and attorneys' fees. Under no circumstances shall the MDE be obligated to pay attorneys' fees or legal costs to Contractor.

6. AUTHORITY OF SIGNATORY

Contractor acknowledges that the individual executing the contract on behalf of the MDE is doing so in his or her official capacity only. To the extent any provision contained in the contract exceeds the signatory's authority, Contractor agrees that it will not look to that individual in his or her

personal capacity or otherwise seek to hold him or her individually liable for exceeding such authority.

7. AUTHORITY TO CONTRACT

Contractor warrants: (1) that it is a validly organized business with valid authority to enter into this agreement; (2) that it is qualified to do business and in good standing in the State of Mississippi; (3) that entry into and performance under this agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind; and, (4) notwithstanding any other provision of this agreement to the contrary, that there are no existing legal proceedings or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this agreement.

8. AVAILABILITY OF FUNDS

It is expressly understood and agreed that the obligation of the MDE to proceed under this agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of appropriated funds. If the funds anticipated for the continuing time fulfillment of the agreement are, at any time, not forthcoming or insufficient, regardless of the source of funding, the MDE shall the right upon 10 business days written notice to Contractor, to terminate this agreement without damage, penalty, cost, or expense to the MDE of any kind whatsoever. The effective date of the termination shall be as specified in the notice of termination.

9. BACKGROUND CHECKS

Contractor and/or its employees represents neither has ever been convicted or pled guilty or entered a plea of nolo contendere to a felony in any court of the state of Mississippi, another state, or in federal court in which public funds were unlawfully taken, obtained or misappropriated in the abuse of misuse of any office or employment or money coming into its hands by virtue of any office or employment. Contractor and/or its employees agrees to an initial criminal background check to be performed as well as subsequent criminal background checks that may be necessary and all charges associated with these criminal background checks will be the responsibility of Contractor, if applicable. Any disqualifying information received from the criminal background check will render this agreement null and void.

10. BOARD APPROVAL

It is understood that if this contract requires approval by the Mississippi State Board of Education, and this contract is not approved by the Mississippi State Board of Education, it is void and no payment shall be made hereunder.

11. CHANGES IN SCOPE OF WORK

The MDE may order changes in the work consisting of additions, deletions, or other revisions within the general scope of the contract. No claims may be made by Contractor that the scope of the project or of Contractor's services has been changed, requiring changes to the amount of compensation to Contractor or other adjustments to the contract, unless such changes or adjustments have been made by written amendment to the contract signed by the MDE and Contractor.

If Contractor believes that any work is not within the scope of the project, is a material change, or will otherwise require more compensation to Contractor, Contractor must immediately notify the MDE in writing of this belief. If the MDE believes that the work is within the scope of the contract as

written, Contractor will be ordered to and shall continue with the work as changes and at the cost stated for the work within the contract.

12. COMPLIANCE WITH EQUAL OPPORTUNITY IN EMPLOYMENT POLICY

Contractor understands that the MDE is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and Contractor agrees during the term of the agreement that Contractor will strictly adhere to this policy in its employment practices and provision of services.

13. COMPLIANCE WITH LAWS

Contractor shall comply with, and all activities under this agreement shall be subject to, all applicable federal, state, and local laws and regulations, as now existing and as may be amended or modified.

14. CONFIDENTIALITY

The MDE is a public agency of the State of Mississippi and is subject to the *Mississippi Public Records Act of 1983*. Miss. Code Ann. §§ 25-61-1 *et seq.* If a public records request is made for any information provided to the MDE by Contractor, the MDE shall follow provisions of Mississippi Code Annotated §§ 25-61-9 and 79-23-1 before disclosing such information – unless Contractor has previously indicated the information is not trade secret or confidential commercial and financial information. The MDE shall not be liable to the Contractor for disclosure of information required by court order or required by law.

15. CONTRACT ASSIGNMENT AND SUBCONTRACTING

Contractor acknowledges that it was selected by the MDE to perform the services required hereunder based, in part, upon Contractor's special skills and expertise. Contractor shall not assign, subcontract, or otherwise transfer this agreement, in whole or in part, without the prior written consent of the MDE, which may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer of Contractor's obligations hereunder without consent of the MDE shall be null and void.

Subcontracts shall be subject to the terms and conditions of this agreement and to any conditions of approval that the MDE may deem necessary. Subject to the foregoing, this agreement shall be binding upon the respective successors and assigns of the parties.

MDE reserves the right to request changes in personnel assigned to the project. The MDE Project Manager must pre-approve any changes in key personnel through the contract term. Substitutions are not permitted without written approval of the MDE Program Project Manager.

16. CONTRACT RIGHTS

Contract rights do not vest in any party until a contract is legally executed. The MDE is under no obligation to award a contract following issuance of this solicitation.

17. CONTRACTOR PERSONNEL

The MDE shall, throughout the life of the contract, have the right of reasonable rejection and approval of staff or subcontractors assigned to the work by Contractor. If the MDE reasonably

rejects staff or subcontractors, Contractor shall provide replacement staff or subcontractors satisfactory to the MDE in a timely manner and at no additional cost to the MDE. The day-to-day supervision and control of Contractor's employees and subcontractors is the sole responsibility of Contractor.

Contractor agrees that, at all times, the employees of contractor furnishing or performing any of the services specified under this agreement shall do so in a proper, workmanlike, and dignified manner.

18. COPYRIGHTS

Contractor agrees the MDE shall determine the disposition of the title to and the rights under any copyright by Contractor or employees on copyrightable material first produced or composed under this agreement. Further, Contractor hereby grants to the MDE a royalty-free, nonexclusive, irrevocable license to reproduce, translate, publish, use and dispose of, and to authorize others to do so, all copyrighted (or copyrightable) work not first produced or composed by Contractor in the performance of this agreement, but which is incorporated in the material furnished under the agreement. This grant is provided that such license shall be only to the extent Contractor now has, or prior to the completion of full final settlements of agreement may acquire, the right to grant such license without becoming liable to pay compensation to others solely because of such grant. Contractor further agrees that all material produced and/or delivered under this contract will not, to the best of Contractor's knowledge, infringe upon the copyright or any other proprietary rights of any third party. Should any aspect of the materials become, or in Contractor's opinion be likely to become, the subject of any infringement claim or suit, Contractor shall procure the rights to such material or replace or modify the material to make it non-infringing.

19. DEBARMENT AND SUSPENSION

Contractor certifies to the best of its knowledge and belief, that it:

- (1) is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency or any political subdivision or agency of the State of Mississippi;
- (2) has not, within a three year period preceding this qualification, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction;
- (3) has not, within a three year period preceding this qualification, been convicted of or had a civil judgment rendered against it for a violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (4) is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in paragraph two (2) and (3) of this certification; and,
- (5) has not, within a three year period preceding this qualification, had one or more public transactions (federal, state, or local) terminated for cause or default.

20. DISCLOSURE OF CONFIDENTIAL INFORMATION

In the event that either party to this agreement receives notice that a third-party has served upon it a subpoena or other validly issued administrative or judicial process ordering divulgence of the other party's data or other confidential or otherwise protected information, the party subject to

the subpoena or other legal process shall promptly inform the other party at the earliest reasonable opportunity, unless prohibited by law from doing so. Thereafter, the party subject to the legal process shall respond to the extent mandated by law. This section shall survive the termination or completion of this agreement. The parties agree that this section is subject to and superseded by Miss. Code Ann. §§ 25-61-1 *et seq.*

21. E-PAYMENT

Contractor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The agency agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies," which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of invoice. Mississippi Code Ann. § 31-7-301 *et seq.*

22. E-VERIFICATION

If applicable, Contractor represents and warrants that it will ensure its compliance with the *Mississippi Employment Protection Act* and will register and participate in the status verification system for all newly hired employees. Mississippi Code Ann. §§ 71-11-1 and 71-11-3. Contractor agrees to provide a copy of each verification upon request of the MDE subject to approval by any agencies of the United States Government. Contractor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws. The breach of this agreement may subject Contractor to the following:

- (1) termination of this contract and exclusion pursuant to Chapter 15 of the Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations;
- (2) the loss of any license, permit, certification or other document granted to Contractor by an agency, department or governmental entity for the right to do business in Mississippi; or,
- (3) both.

In the event of such termination, Contractor would also be liable for any additional cost incurred by the Agency due to Contract cancellation or loss of license or permit to do business in the state.

23. ENTIRE AGREEMENT

This agreement, including all contract documents, represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations or agreements, irrespective of whether written or oral. This agreement may be altered, amended, or modified only by a written document executed by the MDE and Contractor. Contractor acknowledges that it has thoroughly read all contract documents and has had the opportunity to receive competent advice and counsel necessary for it to form a full and complete understanding of all rights and obligations herein. Accordingly, this agreement shall not be construed or

interpreted in favor of or against the MDE or Contractor on the basis of draftsmanship or preparation hereof.

24. EXCEPTIONS TO CONFIDENTIAL INFORMATION

Contractor and the State shall not be obligated to treat as confidential and proprietary any information disclosed by the other party (“disclosing party”) which:

- (1) Is rightfully known to recipient prior to negotiations leading to this agreement, other than information obtained in confidence under prior engagements;
- (2) is generally known or easily ascertainable by nonparties of ordinary skill in the business of the customer;
- (3) is released by the disclosing party to any other person, firm, or entity (including governmental agencies or bureaus) without restriction;
- (4) is independently developed by the recipient without any reliance on confidential information;
- (5) is or later becomes part of the public domain or may be lawfully obtained by the State or Contractor from any nonparty; or,
- (6) is disclosed with the disclosing party’s prior written consent.

25. FAILURE TO DELIVER

In the event of failure of Contractor to deliver services in accordance with the contract terms and conditions, the MDE after due oral or written notice, may procure the services from other sources and hold Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the MDE may have.

26. FAILURE TO ENFORCE DOES NOT CONSTITUTE WAIVER

Failure by the MDE at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the MDE to enforce any provision at any time in accordance with its terms.

27. FORCE MAJEURE

Each party shall be excused from performance for any period and to the extent that it is prevented from performing any obligation or service, in whole or in part, as a result of cause beyond the reasonable control and without the fault or negligence of such party and/or its subcontractors. Such acts shall include without limitation acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, earthquakes, floods or other natural disasters (“force majeure events”). When such a cause arises, Contractor shall notify the MDE immediately in writing of the cause of its inability to perform, how it affects its performance, and the anticipated duration of the inability to perform. All parties shall make reasonable efforts to minimize the impact of the force majeure event on contract performance. The MDE may exercise any rights it has under the contract which are available when neither party is in default. Delays in delivery or in meeting completion dates due to force majeure events shall

automatically extend such dates for a period equal to the duration of the delay caused by such events, unless the MDE determines it to be in its best interest to terminate this agreement.

28. INDEMNIFICATION

To the fullest extent allowed by law, Contractor shall indemnify, defend, save and hold harmless, protect, and exonerate the agency, its commissioners, board members, officers, employees, agents, and representatives, and the State of Mississippi from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever including, without limitation, court costs, investigative fees and expenses, and attorney's fees, arising out of or caused by Contractor and/or its partners, principals, agents, employees and/or subcontractors in the performance of or failure to perform this agreement. In the State's sole discretion upon approval of the Office of the Mississippi Attorney General, Contractor may be allowed to control the defense of any such claim, suit, etc. In the event Contractor defends said claim, suit, etc., Contractor shall use legal counsel acceptable to the Office of the Mississippi Attorney General. Contractor shall be solely responsible for all costs and/or expenses associated with such defense, and the State shall be entitled to participate in said defense. Contractor shall not settle any claim, suit, etc. without the concurrence of the Office of the Mississippi Attorney General, which shall not be unreasonably withheld.

29. INDEPENDENT CONTRACTOR STATUS

Contractor shall, at all times, be regarded as and shall be legally considered an independent contractor and shall at no time act as an agent for the MDE. Nothing contained herein shall be deemed or construed by the MDE, Contractor, or any third party as creating the relationship of principal and agent, master and servant, partners, joint ventures, employer and employee, or any similar such relationship between the MDE and Contractor. Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any acts of the MDE or Contractor hereunder creates or shall be deemed to create a relationship other than the independent relationship of the MDE and Contractor.

Contractor's personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of the MDE. Neither Contractor nor its employees shall, under any circumstances, be considered servants, agents, or employees of the MDE, and the MDE shall be at no time legally responsible for any negligence or other wrongdoing by Contractor, its servants, agents, or employees.

The MDE shall not withhold from the contract payments to Contractor any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to Contractor. Further, the MDE shall not provide to Contractor any insurance coverage or other benefits, including Workers' Compensation, normally provided by the MDE for its employees.

30. INFORMATION DESIGNATED BY AGENCY AS CONFIDENTIAL

Any liability resulting from the wrongful disclosure of confidential information on the part of Contractor, or its subcontractor(s) shall rest with Contractor. Disclosure of any confidential information by Contractor or its subcontractor(s) without the express written approval of the MDE may result in the immediate termination of this agreement.

31. INFORMATION DESIGNATED BY CONTRACTOR AS CONFIDENTIAL

Any disclosure of those materials, documents, data, and other information which Contractor has designated in writing as proprietary and confidential shall be subject to the provisions of Mississippi Code Annotated §§ 25-61-9 and 79-23-1. As provided in the contract, the personal or professional services to be provided, the price to be paid, and the term of the contract shall not be deemed to be a trade secret, or confidential commercial or financial information.

32. INFRINGEMENT INDEMNIFICATION

Contractor warrants that the materials and deliverables provided to the MDE under this agreement, and their use by the MDE, will not infringe or constitute an infringement of any copyright, patent, trademark, or other proprietary right. Should any such items become the subject of an infringement claim or suit, Contractor shall defend the infringement action and/or obtain for the MDE the right to continue using such items without additional cost to the Agency. Should Contractor fail to obtain for the MDE the right to use such items, Contractor shall suitably modify them to make them non-infringing or substitute equivalent software or other items at Contractor's expense.

In the event the above remedial measures cannot possibly be accomplished, and only in that event, Contractor may require the MDE to discontinue using such items, in which case Contractor will refund to the MDE the fees previously paid by the MDE for the items the customer may no longer use, and shall compensate the MDE for the lost value of the infringing part to the phase in which it was used, up to and including the contract price for said phase. Said refund shall be paid within 10 business days of notice to the MDE to discontinue said use.

Scope of Indemnification: Provided that the MDE promptly notifies Contractor in writing of any alleged infringement claim of which it has knowledge, Contractor shall defend, indemnify, and hold harmless the MDE against any such claims, including but not limited to any expenses, costs, damages and attorney fees that a court finally awards for infringement based on the programs and deliverables provided under this agreement.

In the MDE's sole discretion, upon approval of the Office of the Mississippi Attorney General and the MDE, Contractor may be allowed to control the defense of any such claim, suit, etc. In the event Contractor defends said claim, suit, etc., Contractor shall use legal counsel acceptable to the Office of the Mississippi Attorney General and the MDE. Contractor shall be solely responsible for all costs and/or expenses associated with such defense, and the MDE shall be entitled to participate in said defense. Contractor shall not settle any claim, suit, etc. without the concurrence of the Office of the Mississippi Attorney General and the MDE, which shall not be unreasonably withheld.

33. LEGAL AND TECHNICAL SUPPORT

Contractor shall utilize its knowledge and understanding of applicable legal standards and comply with recognized professional standards and generally accepted measurement principles applicable to assessments and uses of the type described in this contract, including but not limited to standards relating to validity and reliability. Contractor shall consult with the MDE concerning its implementation of the requirements of this section. In the event of a challenge in which the validity or reliability of the use of an assessment developed under this contract is an issue (other than a challenge based on infringement of copyright or other proprietary rights of a third party), Contractor shall cooperate with the MDE and/or the State of Mississippi in the defense of the assessment and shall provide reasonable technical and legal support with regard to Contractor's activities under this contract without additional charges to the MDE or the State.

34. MODIFICATION OR RENEGOTIATION

The parties agree to renegotiate the agreement in good faith if federal and/or state revisions to any applicable laws or regulations make changes in this agreement necessary. This agreement may be modified only by written agreement signed by the parties hereto and approval by the SBE and Public Procurement Review Board, if required.

35. NO LIMITATION OF LIABILITY

Nothing in this agreement shall be interpreted as excluding or limiting any tort liability of Contractor for harm caused by the intentional or reckless conduct of Contractor or for damages incurred through the negligent performance of duties by Contractor or the delivery of products that are defective due to negligent construction.

36. ORAL STATEMENTS

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this contract. All modifications to the contract shall be made in writing by the MDE, agreed to by Contractor and approved by the SBE and Public Procurement Review Board, if required.

37. PAYMODE

Payments by the MDE using the state's accounting system shall be made and remittance information provided electronically as directed by the state and deposited into the bank account of Contractor's choice. The MDE may, at its sole discretion, require Contractor to electronically submit invoices and supporting documentation at any time during the term of this Agreement. Contractor understands and agrees that the Agency is exempt from the payment of Mississippi taxes. All payments shall be in United States currency.

38. PRICE ADJUSTMENT

- (1) **Price Adjustment Methods.** Any adjustments in contract price, pursuant to a clause in this contract, shall be made in one or more of the following ways:
- a. must be stated in the solicitation describing the method in which any price adjustment will be calculated, the triggering event which makes the price adjustment clause to be enacted.
 - b. by agreement on a fixed price adjustment before commencement of the Additional performance;
 - c. by unit prices specified in the contract;
 - d. by the costs attributable to the event or situation covered by the clause, plus appropriate profit or fee, all as specified in the contract; or,
 - e. by the price escalation clause.
- (2) **Submission of Cost or Pricing Data.** Contractor shall provide cost or pricing data for any price adjustments.

39. PROCUREMENT REGULATIONS

This contract shall be governed by the applicable provisions of the Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations, a copy of which is available on the Mississippi Department of Finance and Administration's website (www.dfa.ms.gov). Any offeror responding to a solicitation for personal and professional services and any contractor doing business with a state Agency is deemed to be on notice of all requirements therein.

40. PROPERTY RIGHTS

Property rights do not inure to Contractor until such time as services have been provided under a legally executed contract. No party responding to this solicitation has a legitimate claim of entitlement to be awarded a contract or to the provision of work thereunder. The MDE is under no obligation to award a contract and may terminate a legally executed contract at any time.

41. RECOVERY OF MONEY

Whenever, under the contract, any sum of money shall be recoverable from or payable by Contractor to the MDE, the same amount may be deducted from any sum due to Contractor under the contract or under any other contract between Contractor and the MDE. The rights of the MDE are in addition and without prejudice to any other right the MDE may have to claim the amount of any loss or damage suffered by the MDE on account of the acts or omissions of Contractor.

42. RENEWAL OF CONTRACT

The contract may be renewed at the discretion of the MDE for the term specified in the solicitation under the same prices, terms, and conditions as in the original contract. The total number of renewal years permitted shall not exceed the term specified in the solicitation.

43. REPRESENTATION REGARDING GRATUITIES

Contractor represents that it has not, is not, and will not offer, give, or agree to give any employee or former employee of the MDE a gratuity or offer of employment in connection with any approval, disapproval, recommendation, development, or any other action or decision related to the solicitation and resulting contract. Contractor further represents that no employee or former employee of the MDE has or is soliciting, demanding, accepting, or agreeing to accept a gratuity or offer of employment for the reasons previously stated; any such action by an employee or former employee in the future, if any, will be rejected by contractor. Contractor further represents that it is in compliance with the Mississippi Ethics in Government laws, codified at Mississippi Code Annotated §§ 25-4-101 through 25-4-121, and has not solicited any employee or former employee to act in violation of said law.

44. REQUIRED PUBLIC RECORDS AND TRANSPARENCY

Upon execution of a contract, the provisions of the contract which contain the personal or professional services provided, the unit prices, the overall price to be paid, and the term of the contract shall not be deemed to be a trade secret or confidential commercial or financial information pursuant to Mississippi Code Annotated § 25-61-9(7). The contract shall be posted publicly on www.transparency.ms.gov and shall be available for at the Agency for examination, inspection, or reproduction by the public. The contractor acknowledges and agrees that the MDE and this contract are subject to the Mississippi Public Records Act of 1983 codified at Mississippi

Code Annotated §§ 25-61-1, et seq. and its exceptions, Mississippi Code Annotated § 79-23-1, and the *Mississippi Accountability and Transparency Act of 2008*, codified at Mississippi Code Annotated §§ 27-104-151, et seq.

45. RIGHT TO AUDIT

Contractor shall maintain such financial records and other records as may be prescribed by the MDE or by applicable federal and state laws, rules, and regulations. Contractor shall retain these records for a period of three years after final payment, or until they are audited by the MDE, whichever event occurs first. These records shall be made available during the term of the contract and the subsequent three-year period for examination, transcription, and audit by the Mississippi State Auditor's Office, its designees, or other authorized bodies.

46. RIGHT TO INSPECT FACILITY

The MDE may, at reasonable times, inspect the place of business of a Contractor or any subcontractor which is related to the performance of any contract awarded by the MDE.

47. SEVERABILITY

If any part of this agreement is declared invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of the agreement that can be given effect without the invalid or unenforceable provision, and to this end the provisions hereof are severable. In such event, the parties shall amend the agreement as necessary to reflect the original intent of the parties and to bring any invalid or unenforceable provision in compliance with applicable law.

48. STATE PROPERTY

Contractor will be responsible for the proper custody and care of any state-owned property furnished for Contractor's use in connection with the performance of this agreement. Contractor will reimburse the state for any loss or damage, normal wear and tear excepted.

49. STOP WORK ORDER

The MDE may, by written order to Contractor at any time, require Contractor to stop all or any part of the work called for by this contract. This order shall be for a period of time specified by the MDE. Upon receipt of such an order, Contractor shall forthwith comply with its terms and take all reasonable steps to minimize any further cost to the MDE. Upon expiration of the stop work order, Contractor shall resume providing the services which were subject to the stop work order, unless the MDE has terminated that part of the agreement or terminated the agreement in its entirety. The MDE is not liable for payment for services which were not rendered due to the stop work order.

50. TERMINATION

Termination for Convenience. The MDE may, when the interests of the Agency so require, terminate this contract in whole or in part, for the convenience of the Agency. The MDE shall give written notice of the termination to Contractor specifying the part of the contract terminated and when termination becomes effective. Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination Contractor will stop work to the extent specified. Contractor shall complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

Termination for Default. If the MDE gives the Contractor a notice that the personal or professional services are being provided in a manner that is deficient, the Contractor shall have 30 days to cure the deficiency. If the Contractor fails to cure the deficiency, the MDE may terminate the contract for default and the Contractor will be liable for the additional cost to the MDE to procure the personal and professional services from another source. Termination under this paragraph could result in Contractor being excluded from future contract awards pursuant to Chapter 15 of the Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations. Any termination wrongly labelled termination for default shall be deemed a termination for convenience.

51. TERMINATION UPON BANKRUPTCY

This contract may be terminated in whole or in part by the MDE upon written notice to Contractor, if Contractor should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by Contractor of an assignment for the benefit of its creditors. In the event of such termination, Contractor shall be entitled to recover just and equitable compensation for satisfactory work performed under this contract, but in no case shall said compensation exceed the total contract price.

52. THIRD PARTY ACTION NOTIFICATION

Contractor shall give the customer prompt notice in writing of any action or suit filed, and prompt notice of any claim made against Contractor by any entity that may result in litigation related in any way to this agreement.

53. TRADE SECRETS, COMMERCIAL AND FINANCIAL INFORMATION

It is expressly understood that Mississippi law requires that the provisions of this contract which contain the commodities purchased or the personal or professional services provided, the price to be paid, and the term of the contract shall not be deemed to be a trade secret or confidential commercial or financial information and shall be available for examination, copying, or reproduction.

54. UNSATISFACTORY WORK

If, at any time during the contract term, the service performed, or work done by Contractor is considered by the Agency to create a condition that threatens the health, safety, or welfare of the citizens and/or employees of the State of Mississippi, Contractor shall, on being notified by the Agency, immediately correct such deficient service or work. In the event Contractor fails, after notice, to correct the deficient service or work immediately, the Agency shall have the right to order the correction of the deficiency by separate contract or with its own resources at the expense of Contractor.

I. COMPENSATION AND FINANCIAL REPORTS

This contract is based upon a fixed amount of **\$240,000.00** from **April 3, 2026, through April 2, 2031**. The Contractor shall:

1. Submit all invoices for services rendered or goods delivered during the preceding month **no later than the eighth (8th) calendar day of the subsequent month.**
2. Any invoice received after this date shall be deemed untimely.
3. **The Agency reserves the right to defer payment of untimely invoices to the next billing cycle.**
4. The Agency shall bear no responsibility for payment delays resulting from the Contractor's failure to comply with the prescribed submission deadline.
5. Payment of the fixed amount of the contract shall be made upon successful completion of all work specified in the contract and upon receipt of an invoice by the 8th working day of the month following the completion of the work.
6. Failure to provide the work may result in the withholding of total payment or may result in partial payment until contractor completes tasks as specified.

J. BUDGET NARRATIVE

The MDE will pay Contractor an amount not to exceed \$240,000.00 through April 2, 2031, of the contract.

FY26 \$48,000.00
 FY27 \$48,000.00
 FY28 \$48,000.00
 FY29 \$48,000.00
 FY30 \$48,000.00

CONTRACT MODIFICATIONS

Contract amendment document, any other documents requested by OPSCR

Not Applicable

REGULATORY BOARD APPROVAL

Board minutes or letter from board chair confirming approval

Pending State Board of Education Approval
March 19, 2026

AGENCY HEAD DESIGNEE FOR CONTRACT EXECUTION

Written delegation by the Agency Head of authority of a person other than the Agency Head to execute contracts

Not Applicable

EXCEPTION TO REQUIRED CLAUSES

*Letter from Agency legal counsel regarding exception needed; documentation of approval by
OPSCR*

Not Applicable

PETITION FOR RELIEF

Petition for relief as approved by PPRB, PPRB minutes showing approval

Petition for Relief

Instructions for Submission to OPSCR

Public Procurement Review Board Approval Required

“Competitive sealed bidding is the preferred method of procurement; however, if it is not practicable and advantageous, a request for proposals or request for qualifications may be used.” Miss. Code Ann. § 31-7-403(1). If an agency “determines, in writing, that the use of competitive sealed bidding is either not practicable or not advantageous to the state,” the Agency must submit that determination to the Public Procurement Review Board (PPRB). If the PPRB determines competitive sealed bidding is either not practicable or not advantageous to the state, then a contract may be entered into for the procurement of ... personal and professional services ... by a request for proposals or request for qualifications.” Miss. Code Ann. § 31-7-403(4). This submission to the PPRB “shall include ... the evaluation factors that will be used in reviewing the submitted proposals or qualifications. The evaluation factors shall be approved by the [PPRB] ...” Miss. Code Ann. § 31-7-413(1).

Description of Services or Scope of Work to be Solicited

Provide enough information to describe the umbrella of services the Agency intends to procure, the reason the Agency needs an Independent Contractor to provide those services, and any unique information about the scope of services that is relevant to the need to use the requested procurement method. Include all services the Agency intends to solicit using the requested procurement method. The Agency will not be able to include services in the solicitation which are not included in the Petition for Relief. Services which may be solicited using an Invitation for Bids may not be combined with services requiring use of a Request for Proposals or Request for Qualifications.

Competitive Sealed Bidding is not Practicable or Advantageous *OPSCR Rules Section 6.3.1*

Describe why it is not practicable and/or advantageous for the Agency to use an Invitation for Bids. The term “practicable” denotes what may be accomplished or put into practical application. “Advantageous” denotes a judgmental assessment of what is in the state’s best interest. The Agency shall consider the factors as required by Miss. Code Ann. § 31-7-403. *After consideration of these factors and any other relevant factors, OPSCR recommends that the Agency describe its reasoning in its own words and in plain language.*

Evaluation Factors *OPSCR Rules Section 6.8.4*

List the Evaluation Factors the Agency wishes to use, and their corresponding percentage of points. The PPRB must approve the Evaluation Factors used in the solicitation. Only the Evaluation Factors are required – individual subfactors under each category of Evaluation Factors are not required except as discussed herein.

Price, as an individual subfactor under Cost, is required and must be weighted 35% or more and must be the highest weighted individual subfactor. No other individual subfactors are required unless necessary to demonstrate that Price is the highest weighted individual subfactor.

Please see the examples below:

Example 1

Technical:	25
Management:	30
Cost (Price only):	35
Interview:	10

Example 2

Technical:	40
• Describe Individual Subfactor 1	10
• Describe Individual Subfactor 2	10
• Describe Individual Subfactor 3	10
• Describe Individual Subfactor 4	10
Management:	20
Cost:	40
• Price	35
• Describe Individual Subfactor 1	5

The Agency may use any Evaluation Factors it deems appropriate for its procurement. Agencies are not limited to Management, Technical, and Cost factors, and they are not all-inclusive. Agencies may also adapt or supplement these factors to meet the Agency’s individual needs. *OPSCR recommends that the Agency consider what factors, under the Agency’s particular circumstances, will assist the Agency in determining which Offeror will provide the highest quality services at the best price. The Agency should choose, adapt, or supplement any evaluation factors needed to meet the Agency’s needs and obtain the best value for the State.*

The Agency is Bound by the Scope of PPRB’s Approval

The Agency will be bound by what it states on the Petition for Relief regarding:

- the Procurement Method requested;
- the umbrella of services described;
- the Evaluation Factors and their assigned weights; and
- whether the Agency sets the price.

The Following Requested Information is for Informational Purposes Only

Agencies should provide the best information available to them at the time they submit the petition for relief, but will not be bound by what is stated on the Petition for Relief regarding:

- The intended initial contract term and renewal terms; the Agency should put the amount of time anticipated for the initial contract term and renewal terms, rather than specific dates. For example, “four years” for initial term and “one optional one-year renewal” for renewal terms.
- The anticipated contract amount; provide the Agency’s best estimate of all funds that will be expended on all contracts the Agency intends to award, assuming all contract renewal periods are exercised.
- The number of contracts intended to be Awarded; if the Agency is unsure, a firm number is not required (i.e., “at least two” or “no more than five”).



Petition for Relief from Competitive Sealed Bidding Requirements

Miss. Code Ann. § 31-7-403 and § 31-7-413
PPRB OPSCR Rules and Regulations Sections 6.3 and 6.8.4

Agency: Mississippi Department of Education

Requested Date for PPRB Approval: March 4, 2026

Procurement Method Requested: Request for Proposals

Intended Initial Contract Term: May 1, 2026 through April 30, 2031

Intended Renewal Terms Available: No renewals

Number of Contracts Intended to be Awarded: One

Anticipated Contract Amount: \$48,000.00 per year (\$240,000.00 total over 5 years) - Amount set by MDE

The Agency intends to solicit the following service(s) and/or scope of work:

- A. Provide media planning strategies and execution for increasing the public awareness of the SFSP for Mississippi.
- B. Publicize the SFSP throughout the state to bring awareness of more than 750 feeding sites available for all children (multicultural) through age 18 when schools are out for summer;
- C. Provide a preliminary plan and strategy for the media coverage proposal to the MDE to include a minimum of two types of coverage (e.g., radio/television spots, mobile advertising, social media, and digital billboards);
- D. Review program information and data targeting areas of the state with a high percentage of children eligible for free lunch during the school year and low participation in SFSP and the 2024 National School Lunch Program (NSLP) and the 2025 SFSP Data Sheet to review target areas (Appendix J and K); and
- E. Determine the planning and creative development for media coverage locations and saturation for the anticipated date range of May 25 through June 30.

As explained below, use of an Invitation for Bids is: not practicable
 not advantageous
 both

The evaluation factors involve offerors with technology and marketing experience with providing media strategies and execution for increasing the public awareness of the SFSP for Mississippi. Review program information and data targeting areas of the state with a high percentage of children eligible for free lunch during the school year and low participation in SFSP and the 2024 National School Lunch Program (NSLP) and the 2025 SFSP Data Sheet.

The Agency intends to use the following Evaluation Factors:

1. Price (Weight/Value – 40 %) – The highest score is assigned to the lowest cost proposed. All other Offerors score will be based upon a budget formula approved by the State.
2. Plan of Action (Weight/Value – 35 %) – The quality and completeness of the Offeror’s solutions and action plans for providing the core services identified in the solicitation, demonstrating responsiveness, understanding, effectiveness, efficiency, and value to the SBE in a proposed approach; provide a documented record of past performance of providing similar services.
3. Management (Weight/Value – 25 %) – Possess personnel, equipment, and facilities to provide timely services; the ability to technically implement all services listed in this solicitation with qualified and experienced staff; references align with the services required.

Is the Agency setting the price? Yes No

If yes, please provide an explanation:

The agency is setting the price of \$48,000.00 per year, due to the historical yearly allotment from the United States Department of Agriculture Food and Nutrition Services to market the Summer Food Service Program.

Are these services currently being provided to the Agency? Yes No

If yes, who is currently providing the services?

Agency Representative for PPRB Meeting: Gwenyth O'Quine, Charles Crawford, John R. Sykes

The Agency Representative will attend: In Person Remote

*The option to attend remotely is not available to Agencies located in Hinds, Rankin, or Madison counties.

By signing below, I certify that all information provided herein is true, correct, and complete to the best of my knowledge.



Chief Procurement Officer

12/1/2025

Date

Chief Procurement Officer Name: Monique Corley

Telephone Number: 601-359-5716 Email Address: mcorley@mdek12.org

The PPRB may modify or revoke its approval of the Petition for Relief at any time. The Board's approval must be "reviewed for current applicability from time to time." Miss. Code Ann. §31-7-403(4). Therefore, a solicitation cannot be issued from this Petition for Relief if the Board's approval occurred more than one year prior to the date the solicitation will be issued.

**REQUEST FOR PROPOSALS OR REQUEST FOR
QUALIFICATIONS**

Fully solicitation document as issued by the Agency

REQUEST FOR PROPOSAL



MISSISSIPPI
DEPARTMENT OF
EDUCATION

**Summer Food Service Program Media Campaign
Office of Child Nutrition**

RFx # 3120003260

**Submission Deadline Date:
Friday, January 9, 2026**

This institution is an equal opportunity provider.

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SECTION 1. INTRODUCTION AND OVERVIEW

This solicitation is to provide information required to submit a response to this Request for Proposal (RFP). Please be aware that changes to previous versions may have been made.

1.1 Purpose and Goals

The Mississippi Department of Education (MDE), Office of Child Nutrition, issues this Request for Proposal to solicit offers from qualified, experienced, responsible and financially sound Offerors to provide media strategy planning and execution of the Summer Food Service Program (SFSP) for Mississippi which will be publicized throughout the state to increase parents' awareness of summer feeding sites. Proposing vendors must have the proven ability to perform all core services requested in this solicitation. A more detailed listing of services is contained in the **Scope of Services (2.1)**.

The SFSP is a United States Department of Agriculture (USDA) Summer Nutrition Program that was established to ensure that children continue to receive nutritious meals when school is not in session. SFSP connects children with the nutrition they need to help them be healthy and ready to learn when they return to school. Meals offered through the SFSP are free to children in low-income areas through eligible organizations. For more information regarding the SFSP, visit <https://www.fns.usda.gov/sfsp/summer-food-service-program>.

All contract awards are at the discretion of the State Board of Education (SBE). The contract will be awarded for a project period of five (5) consecutive years. Each year of the contract will be reviewed to ensure services will be continued annually and shall be contingent upon successful completion of the services in the preceding year's contract, availability of funding and a performance-based evaluation. This solicitation and any resulting contract(s) shall be governed by the applicable provisions of *the State Board of Education Contract Policies* and if required, *the Mississippi Public Procurement Review Board (PPRB), Office of Personal Service Contract Review (OPSCR) Rules and Regulations*, a copy of which is available at 501 N. West Street, Jackson, Mississippi 39201 for inspection or visit [PPRB/OPSCR Rules and Regulations](#). The contract Standard Terms and Conditions (STC) has been included as Appendix B for your review and acceptance. If the Vendor objects to any of the Standard Terms and Conditions, the objection may be considered as an adequate cause for rejection without further negotiations.

A copy of this solicitation, including all appendices and any subsequent amendments, including the Question and Answer amendment, if issued, will be posted on the MDE [website](#) under "Public Notice" RFP/RFQ/RFA/Invitation to Bid section. It is the sole responsibility of all interested vendors to monitor the website for updates regarding this procurement.

SECTION 2. PLAN TO ACHIEVE THE SCOPE OF SERVICES

This section contains information on services and requirements the Offeror must provide. The descriptions are not all-inclusive but are provided to inform you of services or requirements that may require additional planning or programming on your part. A detailed plan is required to respond to this solicitation to describe how the Offeror will implement and achieve the services required.

The Vendor is expected to provide the following:

2.1 Scope of Services

- A. Provide media coverage of the SFSP offered through the USDA Food and Nutrition Services.

- B. Assign the Contract Account Representative to work directly with the MDE Representative.
- C. Utilize the free United States Department of Agriculture (USDA) SFSP marketing resources when practicable.

2.2 Contractor Prerequisites

- A. Technology-related experience.
- B. Relative experience to the functional expertise marketing to a large population providing awareness.
- C. Experience in traditional communication and outreach methods with digital systems.
- D. Managing experience of social media channels with using tone and messaging; and
- E. Knowledgeable of design programs and languages to create appealing visuals from brand identity.

2.3 Deliverables

- A. Provide media planning strategies and execution for increasing the public awareness of the SFSP for Mississippi, no later than May 15.
- B. Publicize the SFSP throughout the state to bring awareness of more than 750 feeding sites available for all children (multicultural) through age 18 when schools are out for summer, between May 25 and June 30.
- C. Provide a preliminary plan and strategy for the media coverage proposal to the MDE to include a minimum of two types of coverage (e.g., radio/television spots, mobile advertising, social media, and digital billboards), no later than May 15.
- D. Review program information and data targeting areas of the state with a high percentage of children eligible for free lunch during the school year and low participation in SFSP and the 2024 National School Lunch Program (NSLP) and the 2025 SFSP Data Sheet to review target areas (Appendix J and K), no later than May 15;
- E. Determine the planning and creative development for media coverage locations and saturation for the anticipated date range of May 25 through June 30, no later than May 15.
- F. Secure media coverage as agreed upon by the MDE, no later than May 15.
- G. Report performance measures (e.g., impression clicks, geofences, ads) for media coverage utilized no later than September 1.
- H. Provide details for the ratio of staff services expense versus media buy expense no later than May 15.

2.4 Price

Because of the scope of this project, we believe it should be possible for different Offerors to arrive at vastly differing estimates of resources required. It is anticipated that this shall allow the Offeror to explain exactly what the State shall receive for this amount of funds and shall allow evaluators to determine the best proposals based upon the plan of action and the description of what the State shall receive in exchange for this amount. Whereas MDE sets the price in this RFP; all Offerors shall be awarded the maximum amount of points available for Price.

Advertisement costs will be billed to the contractor. The offeror will charge a fixed fee for staff services related to planning and executing the media strategy. The total budget for the advertisement costs and staff services shall not exceed \$48,000.00 per year.

SECTION 3. REQUEST FOR RECONSIDERATION

Any potential Offeror has an opportunity to request that the MDE reconsider the terms of the solicitation. Any such request shall be filed with the MDE's Office of Procurement, attention Director and the Office of Personal Service Contract Review, attention Director **within three business days following the date of the first public notice**. It shall be the sole responsibility of the requesting vendor to ensure the request is timely received by all required parties. Failure to timely request reconsideration in compliance with this Section results in waiver of any claim regarding the terms of the solicitation.

The request shall contain the following:

- requesting vendor's name, a single contact person and all contact information for the contact person
- the RFX number of the solicitation, and the date the RFP was issued
- the request shall identify which of these rules and regulations the requesting vendor believes to have been violated by the solicitation, as written
- the request may not be based on anything other than the solicitation document and the PPRB OPSCR's rules and regulations
- exhibits shall not be included with the request. Rather, the requesting vendor shall clearly identify the section(s) of the solicitation document at issue in its request
- the request shall not be supplemented

MDE Email Address: ProcurementQnR@mdek12.org

Subject Line: Reconsideration Letter; Solicitation RFX 3120003260

PPRB Email Address: Teselyn Funches teselyn.funches@dfa.ms.gov

Subject Line: Reconsideration Letter; Solicitation RFX 3120003260

3.1 Agency Decision on Request for Reconsideration

The MDE shall consider whether the solicitation document, as written, contains the violation alleged by the requesting potential Offeror and issue a written response to the request. The Agency's discretion to make subjective decisions in response to a request for reconsideration is limited only by the requirement that such discretion be supported by a legitimate business reason and exercised in a manner that is fair to all potential Offerors.

The MDE's decision shall be issued in a sufficient amount of time for the requesting Offeror to consider the MDE response in preparation of its proposal, even if this requires the proposal submission deadline to be amended. If the MDE decision is issued less than 14 days prior to the proposal submission deadline, the MDE shall make a written determination that the amount of time allotted between the issuance of the MDE decision and the proposal submission deadline is reasonable under the circumstances.

SECTION 4. REFERENCES

The Office of Procurement must be able to contact two (2) trade references, if required, within five (5) business days of proposal opening to ensure the Offeror is responsible, if the MDE requires additional information. (See Appendix D)

1. List up to a minimum of **three (3)** clients, including government clients, for whom your company has performed services similar to those requested in this solicitation.

The Offeror must provide sufficient client detail to demonstrate it has significant experience in working with programs similar to scope of this solicitation.

For each client, the list must specify:

- a. Client name, include contact person, title (director or administrator etc.), location address, e-mail address, and phone number;
- b. The type of work your company provided to the client; and
- c. Contract dates (beginning and end dates) your company provided services to the client.

SECTION 5. MINIMUM QUALIFICATIONS

1. The following minimum qualifications are mandatory. If, in the opinion of the MDE, the Offeror fails to prove that the proposing company meets any of these **minimum qualifications**, the proposal will be disqualified from further evaluation. It is the responsibility of the Offeror to submit a complete proposal on or before the submission deadline.
2. The Offeror must provide:
 - a. Evidence and proof that the vendor is in good standing with Mississippi Code Annotated § 79-4-15.01 regarding authorization to [transact business](#) in Mississippi.
 - b. The age of the Offeror's business and average number of employees for the past **two (2) years**,
 - c. Offerors must list their principals, parent organizations, and subsidiary organizations in their proposal or qualification. Principals shall include founder, investors, owner, co-owners, CEO, Chief, and all executive level employees.
 - d. The abilities, qualifications, and experiences of all persons who would be assigned to provide required services,
 - e. The required references as noted in Section 4 – References, and
 - f. The Offeror must provide a detailed plan describing how the scope of services will be planned, implemented, achieved, and the reports provided that will give the MDE the support and results required to verify services were accomplished and complete.
3. The Vendor shall provide all services directly related to this contract from an office(s) located within the United States. Please indicate all locations **in or outside** the State of Mississippi in which you propose to provide the services described in this solicitation.
4. Include in your responses the total number of years in business and the company's experience related to the scope of work.
5. If federal funds are allocated for payment, Offeror must verify its business is not debarred.
6. Awarded vendor must agree to secure a performance bond for 100% of the awarded annual contract amount. The original performance bond is due within ten (10) days of execution of the contract and prior to commencement of services. For multi-year awards, **a performance bond is due to the program office contact each year prior to the commencement of services.** The performance bond shall not be waived or negotiated.

SECTION 6. ACKNOWLEDGEMENTS

6.1 Questions and Answers

Questions must be submitted to ProcurementQnR@mdek12.org and must be received no later than **Friday, December 19, 2025 by 5:00 PM CST**, to ensure a response by the MDE. Responses to questions will be posted to the MDE website at <https://mdek12.org/procurement/rfp/> under “Public Notice” RFP/RFQ/RFA/Invitation to Bid section as an amendment to the solicitation on **Tuesday, December 23, 2025**. Questions received **after the deadline** shall not be considered. It is the Offeror’s sole responsibility to regularly monitor the website for amendments and/or announcements concerning this solicitation.

6.2 Acknowledgment of Amendments

The MDE reserves the right to amend this solicitation at any time. Should an amendment to the solicitation be issued, it will be posted to the MDE website at <https://mdek12.org/procurement/rfp/> under “Public Notice” RFP/RFQ/RFA/Invitation to Bid section. Offerors must acknowledge receipt of any amendment to the solicitation by signing and returning the amendment acknowledgment form. Please monitor the website for amendments to the solicitation. **The MDE responses to questions will be treated as amendments to the solicitation and will require acknowledgment.** It is the Offeror’s sole responsibility to monitor MDE website or emails for amendments to this solicitation.

6.3 Cost of Proposal Preparation

All costs incurred by the Offeror in preparing and delivering its proposal, making presentations, and any subsequent time and travel to meet with the MDE regarding its proposal shall be borne exclusively at the Offeror’s expense.

6.4 Right to Reject, Cancel and/or Issue Another Solicitation

The MDE specifically reserves the right to reject in whole or in part for proposals received in response to the solicitation, cancel the solicitation in its entirety, or issue another solicitation when in the best interest of the MDE.

6.5 Contract and Property Rights

Contract rights do not vest in any party until a contract is legally executed. The MDE is under no obligation to award a contract following issuance of this solicitation.

Property rights do not inure to any Offeror until such time as services have been provided under a legally executed contract. No party responding to this RFP has a legitimate claim of entitlement to be awarded a contract or to the provision of work thereunder. MDE is under no obligation to award a contract and may terminate a legally executed contract at any time.

6.6 Registration with Mississippi Secretary of State

By submitting a proposal, the Offeror must provide the *MS Secretary of State’s Certificate of Good Standing* as evidence and proof to certify that the offeror is registered to do business in the State of Mississippi as prescribed by Mississippi law. The name under which the proposal is submitted must exactly match the legal business name or registered fictitious name (DBA) as listed with the

Mississippi Secretary of State's Office, including associated business details such as address and status.

6.7 Debarment

By submitting a proposal, the Offeror certifies that it is not currently debarred from submitting proposals for contracts issued by any political subdivision or agency of the State of Mississippi or Federal Government and that it is not an agent of a person or entity that is currently debarred from submitting proposals for contracts issued by any political subdivision or agency of the State of Mississippi.

6.8 State Approval

It is understood that this contract may require approval by the SBE/PPRB. If required and if this contract is not approved, it is void and no payment shall be made hereunder. Every effort shall be made by the MDE to facilitate rapid approval and a start date consistent with the proposed schedule; however please note the schedule is tentative.

6.9 Interchangeable Designations

The terms "Offeror" and "Contractor" are referenced throughout this RFP. References to the "Offeror" are used in conjunction with the proposing organization and procurement process leading up to the final RFP selection and award. The term "Contractor" denotes the role assumed, post-award, by the winning Offeror. Additionally, the terms "State of Mississippi," "State" or "the MDE" may be used interchangeably throughout this RFP to denote the entity issuing the RFP and requesting responses from Offerors throughout these specifications.

6.10 Mississippi PERS Retirees

Mississippi state retirees are required to complete a PERS Form as mandatory by Mississippi Code Annotated § 25-11-127. Upon notifying Offeror of an award, the MDE will submit a completed PERS Form to the PERS Office for processing.

SECTION 7. PROCUREMENT OF CONTRACTS

7.1 Restrictions on Communications with the MDE Staff

At no time shall any Offeror or its personnel contact or attempt to contact any MDE staff regarding this solicitation except the contact specified in the Questions and Answers Section. Should it be determined that any Offeror has attempted to communicate or has communicated with any MDE employee outside of the **Office of Procurement** regarding this solicitation, the MDE, at its discretion, may disqualify the Offeror from submitting a proposal in response to this SOLICITATION.

7.2 Submission Requirements

For proposals that are shipped/mailed, the proposal shall be submitted in one original notebook binder using the Required Format in the section below. For proposals that are submitted in the Mississippi Accountability Governmental Information Collaboration System (MAGIC), the proposal shall be submitted using the Required Format in the section below.

Each page of the proposal must be numbered. Multiple page attachments and samples

should be numbered internally within each document and not necessarily numbered in the overall page number sequence of the entire proposal. The intent of this requirement is for the Offeror to submit all information in a manner that is clearly referenced and easy to locate.

The Offeror shall provide the required format for **shipping/ mailing** responses as follows:

- a. An **original** hard copy of the proposal shall include all components and attachments required below. A USB drive shall include the **original** copy of the proposal. The searchable Microsoft Office® format, preferably in Word® or Portable Document Format (PDF®) shall be included in the side pocket of the original notebook in the format as indicated below.

Required Format:

The Offeror shall provide the following:

- a. one (1) original signed copy of the complete qualification including all attachments.

Section components must be clearly distinguished as follow:

1. COVER PAGE - Qualification Cover Sheet (Appendix A)

2. COMPONENT 1 – MINIMUM QUALIFICATIONS

- a. **Tab 1 – Letter of Philosophy** shall encompass the potential vendor’s minimum qualifications as provided on page 7 and the business’ history and success for implementing these types of services. Any required information that is omitted and not addressed in the minimum qualifications section will disqualify submission and will not be considered for an award.

3. COMPONENT 2 – PLAN OF ACTION

- a. **Tab 1 – Production/Detailed Service Plan** shall provide clear and concise plan of action to encompass the implementation, deliverables, and expected outcomes/results to achieve the scope of work.

4. COMPONENT 2 – ADMINISTRATION/REFERENCES

- a. **Tab 1 – Resume(s) for Key Personnel** must include qualifications and experiences for all key personnel assigned to this project.
- b. **Tab 2 – References** must meet the requirements as set forth in the References section. (See Section 4)

5. COMPONENT 3 – OTHER

- a. **Tab 1** – Any additional relevant information pertaining to the services (not to exceed five (5) pages).
- b. **Tab 2** – Signed Contingent Fee/MS Secretary of State Registration Verification/Acknowledgement of Amendments, if applicable, etc.

If you have additional information you would like to provide, include it as the Component Section of your proposal. Failure to provide all requested information and in the required format may result in disqualification of the Proposal. All requested information is considered important. The MDE has no obligation to locate or acknowledge any information in the proposal that is not

presented under the appropriate outline and in the proper location according to the instructions herein.

Unsolicited modifications or additions to any portion of the procurement document may be a cause for rejection of the Proposal. The MDE reserves the right to decide, on a case-by-case basis, whether to reject a proposal with unsolicited modifications or additions as non-responsive. As a precondition to proposal acceptance, the MDE may request the Offeror to withdraw or modify those portions of the proposal deemed non-responsive that do not affect quality, quantity, price, or delivery of the service. The solicitation issued by the MDE is the official version and will supersede any conflicting solicitation language subsequently submitted in proposals.

7.3 Confidential or Trade Secret

In addition to the **original proposal**, if the proposal contains **confidential or trade secret, commercial, and financial information**, one (1) additional *confidential or trade electronic copy* of the complete proposal including all attachments shall be submitted in a searchable Microsoft Office® format, preferably in Word® or Portable Document Format (PDF).

The one (1) additional electronic copy shall be labeled “Redacted” CONFIDENTIAL Proposal and must be submitted with the response by the deadline date for submission. The Offeror shall identify and redact trade secret, commercial, and financial information which shall remain confidential throughout the original proposal or the **MDE shall consider the entire Proposal to be public record.** Per Mississippi Code Annotated §25-61-9(7), the type of service to be provided, the price to be paid and the term of the contract cannot be deemed confidential.

The **“Redacted” CONFIDENTIAL Proposal** shall be considered public record and immediately released, without notification to Offeror, pursuant to any request under the Mississippi Public Records Act, Miss. Code Ann. §25-61-1 *et seq.* and Miss. Code Ann. §79-23-1. **If a “Redacted” CONFIDENTIAL Proposal is not received, the original copy shall be used and released for any reason deemed necessary by the MDE, including but not limited to, submission to the PPRB, posting to the Transparency Mississippi website, releasing due to a Public Records Request, etc.**

The Offeror may be subject to exclusion if the MDE or the PPRB determines that redactions made by the Offeror were made in bad faith in order to prohibit public access to the portions of the proposal which are not subject to Mississippi Code Annotated §§ 25-61-9, 75-26-1 through 75-26-19, and/or 79-23-1.

All documentation submitted in response to this solicitation and any subsequent requests for information pertaining to this solicitation shall become the property of the MDE and will not be returned to the Offeror.

7.4 Proposal Submission Period

A signed proposal packet shall be submitted electronically via the [Mississippi Accountability Governmental Information Collaboration System \(MAGIC\)](#) no later than Friday, January 9, 2026, **by 2:00 PM Central Standard Time (CST)**. Proposals shall be submitted electronically in the Mississippi Accountability Governmental Information Collaboration System (MAGIC). Please visit and register at DFA: Mississippi Suppliers (Vendors) ([ms.gov](#)). If assistance is required, contact MASH help desk at 601-359-1343 at least 72 hours in advance of the due date for submission. Proposals received after the time designated in the solicitation shall be considered late and shall not be considered for award.

OR

Shipping instructions are provided below:

An original signed proposal packet with one (1) copy shall be shipped/mailed and received in a sealed envelope at the MDE no later than Friday, January 9, 2026, by 2:00 PM Central Standard Time (CST).

The return address label must be visible on the outside of the sealed shipping envelope and shall include the name of the individual/entity submitting the response. Any deviation from these instructions may result in disqualification of the response proposal and shall not be considered for an award.

Ship To:

**MONIQUE CORLEY
Office of Procurement
The Mississippi Department of Education
(Summer Food Service Program Media Campaign)
RFx # 3120003260
359 North West Street
Jackson, Mississippi 39201**

Timely submission of the proposal package is the sole responsibility of the Offeror. It is suggested that if the proposal is shipped to the MDE, it should be tracked to require an MDE mailroom staff signature and request a return receipt/notice with signature. *Any proposal shipped or mailed **MUST** be verified, date and time stamped and recorded by an **MDE mailroom staff**.* The time and date of the receipt will be indicated on the sealed proposal envelope or package by the MDE mailroom staff. The only acceptable evidence to establish the time of receipt at the MDE will be identified by the time and date stamp of the MDE mailroom staff on the proposal wrapper or other documentary evidence of receipt used by the mailroom.

Packages that are delivered in person by the Offeror or a representative will NOT be opened. Packages received by shipping/mail without the appropriate acceptance by the MDE mailroom staff or is received and recorded AFTER the submission deadline will NOT be considered for an award.

The MDE will not be responsible for delivery delays or lost packets. All risk of late arrival due to unanticipated delays – whether delivered by shipping or electronic method – is entirely on the Offeror. All Offerors are urged to take the possibility of delay into account when submitting the proposal and submit the packet electronically via MAGIC. The Offeror shall be notified as soon as practicable if their proposal was rejected and the reason for such rejection.

7.5 Proposal Exclusion

Any Offeror submitting a proposal in which has contracted with the MDE failed to satisfactorily perform services required under any contract shall exclude the vendor from this and future contract award. The MDE shall use written documentation and/or the annual performance evaluation to support disqualifying the vendor as non-responsible.

7.6 Important Tentative Dates

Friday, December 8, 2025 Friday, December 15, 2025	Request for Proposal advertise dates
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Friday, December 19, 2025	Deadline to submit questions and request for clarification
Tuesday, December 23, 2025	Responses to questions and request for clarification posted
Friday, January 9, 2026	Proposal submission deadline by 2:00 PM CST
Friday, January 23, 2026	Anticipated Date of the Notice of Intent to Award
Thursday, February 19, 2026	Requested State Board of Education (SBE) Meeting
Wednesday, March 4, 2026	Requested PPRB Meeting
Friday, March 6, 2026, or later	Contract effective date

NOTE: Adjustments to the schedule may be made as deemed necessary by the MDE.

7.7 Acceptance of Proposals

After receipt of the proposals, the MDE reserves the right to award the contract based on the terms, conditions, premises of the solicitation, and the proposal of the selected company without negotiation.

All properly submitted proposals shall be accepted by the MDE. After the compliance review or evaluating of proposals, the MDE may request necessary amendments from all Offerors, reject any or all proposals received, or cancel this solicitation, according to the best interest of the MDE and the State of Mississippi.

The MDE also reserves the right to waive minor irregularities in proposals providing such action is in the best interest of the MDE and the State of Mississippi. A minor irregularity is defined as a variation of the solicitation which does not affect the price of the proposal or give one party an advantage or benefit not enjoyed by other parties, or adversely impacts the interest of the MDE. Where the MDE may waive minor irregularities as determined by the MDE, such waiver shall in no way modify the solicitation requirements or excuse the Offeror from full compliance with the solicitation specifications and other contract requirements should the Offeror be awarded the contract.

The MDE reserves the right to exclude any and all non-responsive proposals from any consideration for contract award. The MDE shall award a contract to the Offeror whose proposal is responsive to the solicitation and is most advantageous to the MDE, the SBE, and the State of Mississippi in price, quality, and other factors considered.

7.8 Disposition of Proposal

The proposal submitted by the successful Offeror shall be incorporated into and become part of the resulting contract. All proposals received by the MDE shall upon receipt become and remain the property of the MDE. The MDE shall have the right to use all concepts contained in any proposal and this right shall not affect the solicitation or rejection of the proposal.

7.9 Modification or Withdrawal of a Proposal

Prior to the proposal submission deadline, a submitted proposal may be withdrawn by submitting a written request for its withdrawal to the MDE, signed by the Offeror.

An Offeror may submit an amended proposal before the proposal submission deadline. Such amended proposals shall be a complete replacement for a previously submitted proposal and shall be clearly identified as such. The MDE shall not merge, collate, or assemble proposal materials.

Unless requested by the MDE, no other amendments, revisions, or alterations to proposals shall be accepted after the proposal submission deadline. Any submitted proposal shall remain a valid proposal for one hundred eighty (180) calendar days from the proposal submission deadline.

7.10 Minor Irregularities

The MDE has the right to waive minor defects or variations of a proposal from the exact requirements of the specifications that do not affect the price, quantity, quality, delivery, or performance of the services being procured and if doing so does not create an unfair advantage for any offeror. If insufficient information is submitted by an offeror for the MDE to properly evaluate the offer, the MDE had the right to require such additional information as it may deem necessary after the submission deadline, provided that the information requested does not change the price, quantity, quality, delivery, or performance time of the services being procured and such a request does not create an unfair advantage for any offeror.

7.11 Rejection of Proposals

An Offeror's proposal response that includes terms and conditions that do not conform to the terms and conditions specified within this solicitation is subject to rejection as non-responsive. Further, submission of a proposal that is not complete and/or unsigned is subject to rejection as non-responsive. The MDE reserves the right to permit the Offeror to withdraw nonconforming terms and conditions from its proposal response prior to a determination by the MDE of non-responsiveness based on the submission of nonconforming terms and conditions. Additional reasons for rejecting a proposal include:

1. The proposal contains unauthorized amendments to the requirements of the solicitation;
2. The proposal is conditional;
3. The proposal is incomplete or contains irregularities, which make the proposal indefinite or ambiguous;
4. The proposal did not follow submission requirement;
5. The proposal cover sheet does not have an original or electronic authentication signature by the authorized representative;
6. The proposal contains false or misleading statements or references;
7. The Offeror is determined to be non-responsive;
8. The products or service item offered in the proposal is unacceptable by reason of its failure to meet the requirements of the specifications or permissible alternates or other acceptable criteria set forth in the solicitation;
9. The proposal is received late. Late proposals shall be maintained unopen in the procurement file;
10. The Offeror or representative emails the proposal response packet to an MDE staff;
11. The Offeror has filed business bankruptcy, been implicated in fraud and/or been debarred within the past seven (7) years;
12. The Offeror did not perform prior MDE services in an honorable and/or proper like manner;
13. The Offeror currently indebted to the State;
14. Objection with the Standard Terms and Conditions; or
15. In person delivery of proposal.

7.12 Corrections and Clarifications

The MDE reserves the right to request clarifications or corrections to proposals after the response has met the submission requirements and the response is deemed responsible for an award. Any proposal received which does not meet the requirements of this solicitation will be considered non-responsive and eliminated from further consideration.

7.13 Proposal Evaluation

All proposals received in response to this solicitation by the stated deadline will receive a comprehensive, fair, and impartial evaluation. An evaluation committee will evaluate the proposals using a two-phase process, consisting of Compliance, and Analysis phases. A **100-point scoring scale** will be used in the evaluation process for proposals determined to be in compliance and responsive to the solicitation. The evaluation of any proposal may be suspended and/or terminated at the MDE's discretion at any point during the evaluation process at which the MDE determines that said proposal and/or Offeror fails to meet any of the mandatory requirements as stated in this solicitation, the proposal is determined to contain fatal deficiencies to the extent that the likelihood of selection for contract negotiations is minimal, or the MDE and/or the SBE receives reliable information that would make contracting with the Offeror impractical or otherwise not in the best interests of the SBE and/or the State of Mississippi.

The evaluation process, including evaluation factors and weights are described below:

Compliance Phase - In this pass or fail phase of the evaluation process, all proposals received will be reviewed by the procurement officer and/or designee to determine if the following mandatory requirements of this solicitation have been satisfied:

1. Proposal received by submission deadline;
2. Required proposal submission format followed;
3. Minimum Qualifications met;
4. Proposal Cover Sheet (Appendix A);
5. Production/Detailed Service Plan;
6. Resumes for Key Personnel;
7. References;
8. Cost Data; and
9. All Required Signed Forms (if applicable).

Failure to comply with these requirements may result in the proposal being eliminated from further consideration. Offerors passing the Compliance Phase will be evaluated further.

Weight –The Compliance Phase is a pass or fail phase of the evaluation.

Analysis Phase – In this phase of the evaluation process, the evaluation committee will score proposals to determine a numerical score for each qualified Offeror. Numerical scores will be calculated based on the following criteria. Evaluation factors are listed below in order of their relative importance and weight:

1. Price (Weight/Value – 40 %) – Whereas MDE sets the price in this RFP; all Offerors shall be awarded the maximum amount of points available for Price.
2. Plan of Action (Weight/Value – 35 %) – The quality and completeness of the Offeror's solutions and action plans for providing the core services identified in the solicitation's scope of services, demonstrating responsiveness, understanding, effectiveness, efficiency, and value to the SBE in a proposed approach; provide a documented record of past performance of providing similar services.
 - A. Must provide the MDE a summary of the Offeror's philosophy for providing the specified services [20 points].

- B. The Offeror must provide sufficient client detail to demonstrate it has significant experience in working with programs similar to the scope of this solicitation. For each client, please specify [15 points].
3. Management (Weight/Value – 25 %) – Possess personnel, equipment, and facilities to provide timely services; the ability to technically implement all services listed in this solicitation with qualified and experienced staff; references align with the services required.
- A. **Resumes for Key Personnel** must include qualifications and experiences for all key personnel assigned to this project [15 points].
- B. **References** must meet the requirements as outlined in the References section [10 points].

List a minimum of three (3) clients, including government clients, for whom your company has performed services similar to those requested in this solicitation's scope of services.

Upon completion of the Analysis Phase, the evaluation committee's average score will determine if a finalist will move to the Finalist Phase (presentations). If presentations are not included within this solicitation, the finalist with the highest or highest to lowest ranking average score will be the Awarded Vendor(s) after completion of the Analysis Phase.

Upon completion of the evaluation of proposals, the evaluation committee's average score will determine the top scoring proposal(s) and the Program Office will make a recommendation to the SBE as to the proposal deemed most advantageous to the State and to authorize the issuance of an Intent to Award contract notification to the selected vendor and authorize contract negotiations with the selected vendor, if applicable. Subsequent to authorization by the SBE, all participating vendors will be notified in writing of the contract award.

SECTION 8. PUBLIC RECORDS

8.1 Deadlines for Production of Public Records Tolled

When the MDE is preparing or conducting a competitive procurement, the time limitations for producing public records regarding the procurement **shall be tolled until the MDE determines it will not issue the procurement, cancels the procurement, or issues a notice naming its intended awardee. Mississippi Code Annotated § 25-61-5(4).**

8.2 Delay of Procurement Process Not Required

There is no requirement the MDE must delay any aspect of the procurement process due to an outstanding request for public records.

8.3 Efficient Administration of Agency Obligations

The MDE has the discretion under the PPRB rules and regulations to require vendors responding to an MDE solicitation to take any action necessary for the efficient and effective administration of the MDE's procurement and obligations under the *Mississippi Public Records Act*, unless such action directly violates the *Mississippi Public Records Act*.

SECTION 9. CONTRACT AWARD

Funds and awards are subject to appropriations by the state/federal government. This is a contract that will be awarded in the amount of \$48,000.00 per year for five (5) consecutive years, contingent on availability of funds.

All contracts will be awarded contingent upon appropriations, proper implementation of the proposed project implementation, completion, and submission of all required documentation. Funding to eligible vendors is subject to the SBE and PPRB approvals, if applicable. **The Mississippi Department of Education reserves the right to negotiate award amounts with all potential Offerors.**

The RFP, its amendments, and the offeror's proposal, shall be incorporated into the successful offeror(s)' contract.

9.1 Right of Negotiation

Discussions and negotiations regarding price and other matters may be conducted with a proposer who submits a proposal determined to have reasonable likelihood of being selected for award, but a proposal may be accepted without such discussions. The SBE reserves the right to further clarify and/or negotiate with the proposer evaluated best following completion of the evaluation of proposals but prior to contract execution, if deemed necessary by the SBE. The SBE also reserves the right to move to the next best proposer if negotiations do not lead to an executed contract with the best proposer. The SBE reserves the right to further clarify and/or negotiate with the proposer on any matter submitted.

9.2 The Mississippi Department of Education

The specific responsibilities of the MDE are stated below.

- Provide a contact person to work with the contractor to ensure quality control
- Review and approve timeframes and work plans
- Provide available information to assist the contractor

9.3 Management Responsibilities of Personnel and Administration

Except where expressly provided otherwise herein, each party shall bear its own cost incurred in performing its responsibilities hereunder. The contractor shall provide one person who shall be responsible for all activities required to fulfill said contract. This individual shall be invested with the authority to make decisions and commitments on behalf of the contracted party during the performance of the solicitation.

The MDE shall also designate one representative who shall act as the primary contact for this office. This representative shall be responsible for conferring all parties necessary to resolve unanticipated issues or requirements that might occur during the course of the solicitation.

9.4 Memorandum of Understanding

The execution of a Memorandum of Understanding (MOU) shall be required prior to the release of any student level data by the Mississippi Department of Education. Failure to adhere to the provisions of the MOU may result in termination of the contract and/or may result in denial of subsequent renewal requests.

9.5 Ethics

In compliance with State law, a Contractor who is employed by a public entity agrees to make arrangements with his/her employer to take the appropriate leave (annual, professional, compensatory, etc.) during the period of service covered by this contract. Contractor also agrees not to utilize resources of the public employer to perform the services pursuant to this contract. Prior to execution of this contract, Contractor must submit to the MDE a Certification (on the MDE form) executed from his/her employer whereby the public employer acknowledges that it is aware of its employee working for the MDE.

9.6 Termination in Event of Employment

Contract shall be terminated immediately if Contractor becomes an employee of the MDE and is only subject to payment of services prior to effective date of employment at the MDE.

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Appendix A – Proposal Cover Sheet

Company/Name: _____

Proposals must be submitted as directed in the **Proposal Submission Requirements** on or before the submission deadline specified in the solicitation.

Company Representative and Title	
Mailing Address	
City, State, Zip	
Telephone:	
E-Mail Address:	

Please identify the Office/Branch which will provide services for the MDE if different from above:

Contact Person and Title	
Telephone Number	
Email Address	
Physical Address	
City, State, Zip	
Mailing Address	
City, State, Zip	

1. Are you currently registered as a Supplier in MAGIC? ____ YES ____ NO
2. If known, what is your supplier number? _____
3. Are you currently registered with PayMode? ____ YES ____ NO
4. Are you a minority owned company? ____ YES ____ NO

By signing below, the Company Representative certifies that he/she has authority to bind the company, and further acknowledges and certifies the statements below on behalf of the company:

- That the Offeror will perform the services required at the prices stated in their proposal.
- That the pricing submitted will remain firm for the contract term.
- That, to the best of its knowledge and belief, the cost or pricing data submitted is accurate, complete, and current as of the submission date.
- That the company is licensed or authorized to provide the proposed services in the State of Mississippi.
- The Offeror indicates and is in agreement with the Standard Terms and Conditions as set forth above. If the Offeror objects to any of the Standard Terms and Conditions, the objection may be considered as an adequate cause for rejection without further negotiations.
- The State of Mississippi utilizes the Mississippi Accountability System for Government Information and Collaboration (MAGIC) system to manage contracts. Additionally, electronic payments are issued through an electronic portal called [PayMode](#). In order to do business with the State of Mississippi, all Suppliers must be registered with both systems. By submitting a proposal, the Offeror certifies it is registered with both systems and if not already registered, will do so within seven (7) business days of being notified by the MDE that it has been awarded a contract.

Authorized Signature: _____ Date: _____

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Appendix B – Standard Terms and Conditions

Certain terms and conditions are required for contracting. Therefore, the Offeror shall assure agreement and compliance with the following standard terms and conditions. If the Offeror has an exemption with any clause below, please provide an explanation on Appendix C.

1. ACKNOWLEDGMENT OF AMENDMENTS

Offerors shall acknowledge receipt of any amendment to the RFP in writing. The acknowledgement shall be signed and submitted as an attachment to the proposal. Each Offeror shall submit a written acknowledgement of every amendment to the MDE on or before the submission deadline.

2. ACCEPTANCE PERIOD

The electronic copy of the response proposal shall be signed and submitted as required in the instructions provided in the solicitation no later than the time and date specified for receipt of responses. Timely submission of the response is the responsibility of the Offeror.

3. ACCESS TO RECORDS

Contractor agrees that the MDE, or any of its duly authorized representatives, at any time during the term of this agreement, shall have access to, and the right to audit and examine any pertinent books, documents, papers, and records of Contractor related to Contractor's charges and performance under this agreement. Such records shall be kept by Contractor for a period of three (3) years after final payment under this agreement, unless the MDE authorizes their earlier disposition. Contractor agrees to refund to the MDE any overpayment disclosed by any such audit. However, if any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of 3-year period, the records shall be retained until completion of the action and resolution of all issues which arise from it.

4. ANTI-ASSIGNMENT/SUBCONTRACTING

Contractor acknowledges that it was selected by the State to perform the services required hereunder based, in part, upon Contractor's special skills and expertise. Contractor shall not assign, subcontract, or otherwise transfer this agreement, in whole or in part, without the prior written consent of the State, which the State may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer of its obligations without such consent shall be null and void. No such approval by the State of any subcontract shall be deemed in any way to provide for the incurrence of any obligation of the State in addition to the total fixed price agreed upon in this agreement. Subcontracts shall be subject to the terms and conditions of this agreement and to any conditions of approval that the State may deem necessary. Subject to the foregoing, this agreement shall be binding upon the respective successors and assigns of the parties.

5. APPLICABLE LAW

The contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the courts of Mississippi.

6. APPROVAL

It is understood that if this contract requires approval by the Public Procurement Review Board ("PPRB") and/or the Mississippi Department of Finance and Administration Office of Personal Service Contract Review ("OPSCR") and this contract is not approved by the PPRB and/or OPSCR, it is void and no payment shall be made hereunder.

7. ATTORNEY'S FEES AND EXPENSES

In the event Contractor defaults on any obligations under this Agreement, Contractor shall pay to the MDE all costs and expenses, without limitation, incurred by the MDE in enforcing this Agreement or reasonably related to enforcing this Agreement. This includes but is not limited to investigative fees, court costs, and attorneys' fees. Under no circumstances shall the MDE be obligated to pay attorneys' fees or legal costs to Contractor.

8. AUTHORITY OF SIGNATORY

Contractor acknowledges that the individual executing the contract on behalf of the MDE is doing so in his or her official capacity only. To the extent any provision contained in the contract exceeds the signatory's authority, Contractor agrees that it will not look to that individual in his or her personal capacity or otherwise seek to hold him or her individually liable for exceeding such authority.

9. AUTHORITY TO CONTRACT

Contractor warrants: (1) that it is a validly organized business with valid authority to enter into this agreement; (2) that it is qualified to do business and in good standing in the State of Mississippi; (3) that entry into and performance under this agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind; and, (4) notwithstanding any other provision of this agreement to the contrary, that there are no existing legal proceedings or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this agreement.

10. AVAILABILITY OF FUNDS

It is expressly understood and agreed that the obligation of the MDE to proceed under this agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of appropriated funds. If the funds anticipated for the continuing time fulfillment of the agreement are, at any time, not forthcoming or insufficient, regardless of the source of funding, the MDE shall the right upon 10 business days written notice to Contractor, to terminate this agreement without damage, penalty, cost, or expense to the MDE of any kind whatsoever. The effective date of the termination shall be as specified in the notice of termination.

11. BACKGROUND CHECKS

Contractor and/or its employees represents neither has ever been convicted or pled guilty or entered a plea of nolo contendere to a felony in any court of the state of Mississippi, another state, or in federal court in which public funds were unlawfully taken, obtained or misappropriated in the abuse of misuse of any office or employment or money coming into its hands by virtue of any office or employment. Contractor and/or its employees agrees to an initial criminal background check to be performed as well as subsequent criminal background checks that may be necessary and all charges associated with these criminal background checks will be the responsibility of Contractor, if applicable. Any disqualifying information received from the criminal background check will render this agreement null and void.

12. BOARD APPROVAL

It is understood that if this contract requires approval by the Mississippi State Board of Education, and this contract is not approved by the Mississippi State Board of Education, it is void and no payment shall be made hereunder.

13. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

Contractor certifies that the price submitted was independently arrived at without any consultation, communication, or agreement with any other Offeror or competitor for the purpose of restricting competition.

14. CHANGES IN SCOPE OF WORK

The MDE may order changes in the work consisting of additions, deletions, or other revisions within the general scope of the contract. No claims may be made by Contractor that the scope of the project or of Contractor's services has been changed, requiring changes to the amount of compensation to Contractor or other adjustments to the contract, unless such changes or adjustments have been made by written amendment to the contract signed by the MDE and Contractor.

If Contractor believes that any work is not within the scope of the project, is a material change, or will otherwise require more compensation to Contractor, Contractor must immediately notify the MDE in writing of this belief. If the MDE believes that the work is within the scope of the contract as written, Contractor will be ordered to and shall continue with the work as changes and at the cost stated for the work within the contract.

15. COMPLIANCE WITH EQUAL OPPORTUNITY IN EMPLOYMENT POLICY

Contractor understands that the MDE is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and Contractor agrees during the term of the agreement that Contractor will strictly adhere to this policy in its employment practices and provision of services.

16. COMPLIANCE WITH LAWS

Contractor shall comply with, and all activities under this agreement shall be subject to, all applicable federal, state, and local laws and regulations, as now existing and as may be amended or modified.

17. CONFIDENTIALITY

The MDE is a public agency of the State of Mississippi and is subject to the *Mississippi Public Records Act of 1983*. Miss. Code Ann. §§ 25-61-1 *et seq.* If a public records request is made for any information provided to the MDE by Contractor, the MDE shall follow provisions of Mississippi Code Annotated §§ 25-61-9 and 79-23-1 before disclosing such information – unless Contractor has previously indicated the information is not trade secret or confidential commercial and financial information. The MDE shall not be liable to the Contractor for disclosure of information required by court order or required by law.

18. CONTRACT ASSIGNMENT AND SUBCONTRACTING

Contractor acknowledges that it was selected by the MDE to perform the services required hereunder based, in part, upon Contractor's special skills and expertise. Contractor shall not assign, subcontract, or otherwise transfer this agreement, in whole or in part, without the prior written consent of the MDE, which may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer of Contractor's obligations hereunder without consent of the MDE shall be null and void.

Subcontracts shall be subject to the terms and conditions of this agreement and to any conditions of approval that the MDE may deem necessary. Subject to the foregoing, this agreement shall be binding upon the respective successors and assigns of the parties.

MDE reserves the right to request changes in personnel assigned to the project. The MDE Project Manager must pre-approve any changes in key personnel through the contract term. Substitutions are not permitted without written approval of the MDE Program Project Manager.

19. CONTRACT RIGHTS

Contract rights do not vest in any party until a contract is legally executed. The MDE is under no obligation to award a contract following issuance of this solicitation.

20. CONTRACTOR PERSONNEL

The MDE shall, throughout the life of the contract, have the right of reasonable rejection and approval of staff or subcontractors assigned to the work by Contractor. If the MDE reasonably rejects staff or subcontractors, Contractor shall provide replacement staff or subcontractors satisfactory to the MDE in a timely manner and at no additional cost to the MDE. The day-to-day supervision and control of Contractor's employees and subcontractors is the sole responsibility of Contractor.

Contractor agrees that, at all times, the employees of contractor furnishing or performing any of the services specified under this agreement shall do so in a proper, workmanlike, and dignified manner.

21. COPYRIGHTS

Contractor agrees the MDE shall determine the disposition of the title to and the rights under any copyright by Contractor or employees on copyrightable material first produced or composed under this agreement. Further, Contractor hereby grants to the MDE a royalty-free, nonexclusive, irrevocable license to reproduce, translate, publish, use and dispose of, and to authorize others to do so, all copyrighted (or copyrightable) work not first produced or composed by Contractor in the performance of this agreement, but which is incorporated in the material furnished under the agreement. This grant is provided that such license shall be only to the extent Contractor now has, or prior to the completion of full final settlements of agreement may acquire, the right to grant such license without becoming liable to pay compensation to others solely because of such grant. Contractor further agrees that all material produced and/or delivered under this contract will not, to the best of Contractor's knowledge, infringe upon the copyright or any other proprietary rights of any third party. Should any aspect of the materials become, or in Contractor's opinion be likely to become, the subject of any infringement claim or suit, Contractor shall procure the rights to such material or replace or modify the material to make it non-infringing.

22. DEBARMENT AND SUSPENSION

Contractor certifies to the best of its knowledge and belief, that it:

- (1) is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency or any political subdivision or agency of the State of Mississippi;
- (2) has not, within a three year period preceding this qualification, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction;
- (3) has not, within a three year period preceding this qualification, been convicted of or had a civil judgment rendered against it for a violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (4) is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in paragraph two (2) and (3) of this certification; and,

- (5) has not, within a three year period preceding this qualification, had one or more public transactions (federal, state, or local) terminated for cause or default.

23. DISCLOSURE OF CONFIDENTIAL INFORMATION

In the event that either party to this agreement receives notice that a third-party has served upon it a subpoena or other validly issued administrative or judicial process ordering divulgence of the other party's data or other confidential or otherwise protected information, the party subject to the subpoena or other legal process shall promptly inform the other party at the earliest reasonable opportunity, unless prohibited by law from doing so. Thereafter, the party subject to the legal process shall respond to the extent mandated by law. This section shall survive the termination or completion of this agreement. The parties agree that this section is subject to and superseded by Miss. Code Ann. §§ 25-61-1 *et seq.*

24. E-PAYMENT

Contractor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The agency agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies," which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of invoice. Mississippi Code Ann. § 31-7-301 *et seq.*

25. E-VERIFICATION

If applicable, Contractor represents and warrants that it will ensure its compliance with the *Mississippi Employment Protection Act* and will register and participate in the status verification system for all newly hired employees. Mississippi Code Ann. §§ 71-11-1 and 71-11-3. Contractor agrees to provide a copy of each verification upon request of the MDE subject to approval by any agencies of the United States Government. Contractor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws. The breach of this agreement may subject Contractor to the following:

- (1) termination of this contract and exclusion pursuant to Chapter 15 of the Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations;
- (2) the loss of any license, permit, certification or other document granted to Contractor by an agency, department or governmental entity for the right to do business in Mississippi; or,
- (3) both.

In the event of such termination, Contractor would also be liable for any additional cost incurred by the Agency due to Contract cancellation or loss of license or permit to do business in the state.

26. ENTIRE AGREEMENT

This agreement, including all contract documents, represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations or agreements, irrespective of whether written or oral. This agreement may be altered, amended, or modified only by a written document executed by the MDE and Contractor. Contractor acknowledges that it has thoroughly read all contract documents and has had the opportunity to receive competent advice and counsel necessary for it to form a full and complete understanding of all rights and obligations

herein. Accordingly, this agreement shall not be construed or interpreted in favor of or against the MDE or Contractor on the basis of draftsmanship or preparation hereof.

27. EXCEPTIONS TO CONFIDENTIAL INFORMATION

Contractor and the State shall not be obligated to treat as confidential and proprietary any information disclosed by the other party (“disclosing party”) which:

- (1) Is rightfully known to recipient prior to negotiations leading to this agreement, other than information obtained in confidence under prior engagements;
- (2) is generally known or easily ascertainable by nonparties of ordinary skill in the business of the customer;
- (3) is released by the disclosing party to any other person, firm, or entity (including governmental agencies or bureaus) without restriction;
- (4) is independently developed by the recipient without any reliance on confidential information;
- (5) is or later becomes part of the public domain or may be lawfully obtained by the State or Contractor from any nonparty; or,
- (6) is disclosed with the disclosing party’s prior written consent.

28. EXCEPTIONS TO SOLICITATION

Offerors taking exception to any part of the solicitation shall clearly indicate such exceptions in its offer. Failure to indicate any exception will be interpreted as the Offeror’s intent to comply fully with the requirements as written. Conditional or qualified offers, unless specifically allowed, shall be subject to rejection in whole or in part.

29. EXPENSES INCURRED IN THE PROCUREMENT PROCESS

All parties participating in the procurement process with regard to this solicitation shall bear their own costs of participation, pursuant to Section 1.4.4 of the *Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations*.

30. FAILURE TO DELIVER

In the event of failure of Contractor to deliver services in accordance with the contract terms and conditions, the MDE after due oral or written notice, may procure the services from other sources and hold Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the MDE may have.

31. FAILURE TO ENFORCE DOES NOT CONSTITUTE WAIVER

Failure by the MDE at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the MDE to enforce any provision at any time in accordance with its terms.

32. FORCE MAJEURE

Each party shall be excused from performance for any period and to the extent that it is prevented from performing any obligation or service, in whole or in part, as a result of cause beyond the reasonable control and without the fault or negligence of such party and/or its subcontractors. Such acts shall include without limitation acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, earthquakes, floods or other

natural disasters (“force majeure events”). When such a cause arises, Contractor shall notify the MDE immediately in writing of the cause of its inability to perform, how it affects its performance, and the anticipated duration of the inability to perform. All parties shall make reasonable efforts to minimize the impact of the force majeure event on contract performance. The MDE may exercise any rights it has under the contract which are available when neither party is in default. Delays in delivery or in meeting completion dates due to force majeure events shall automatically extend such dates for a period equal to the duration of the delay caused by such events, unless the MDE determines it to be in its best interest to terminate this agreement.

33. INDEMNIFICATION

To the fullest extent allowed by law, Contractor shall indemnify, defend, save and hold harmless, protect, and exonerate the agency, its commissioners, board members, officers, employees, agents, and representatives, and the State of Mississippi from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever including, without limitation, court costs, investigative fees and expenses, and attorney’s fees, arising out of or caused by Contractor and/or its partners, principals, agents, employees and/or subcontractors in the performance of or failure to perform this agreement. In the State’s sole discretion upon approval of the Office of the Mississippi Attorney General, Contractor may be allowed to control the defense of any such claim, suit, etc. In the event Contractor defends said claim, suit, etc., Contractor shall use legal counsel acceptable to the Office of the Mississippi Attorney General. Contractor shall be solely responsible for all costs and/or expenses associated with such defense, and the State shall be entitled to participate in said defense. Contractor shall not settle any claim, suit, etc. without the concurrence of the Office of the Mississippi Attorney General, which shall not be unreasonably withheld.

34. INDEPENDENT CONTRACTOR STATUS

Contractor shall, at all times, be regarded as and shall be legally considered an independent contractor and shall at no time act as an agent for the MDE. Nothing contained herein shall be deemed or construed by the MDE, Contractor, or any third party as creating the relationship of principal and agent, master and servant, partners, joint ventures, employer and employee, or any similar such relationship between the MDE and Contractor. Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any acts of the MDE or Contractor hereunder creates or shall be deemed to create a relationship other than the independent relationship of the MDE and Contractor.

Contractor’s personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of the MDE. Neither Contractor nor its employees shall, under any circumstances, be considered servants, agents, or employees of the MDE, and the MDE shall be at no time legally responsible for any negligence or other wrongdoing by Contractor, its servants, agents, or employees.

The MDE shall not withhold from the contract payments to Contractor any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to Contractor. Further, the MDE shall not provide to Contractor any insurance coverage or other benefits, including Workers’ Compensation, normally provided by the MDE for its employees.

35. INFORMATION DESIGNATED BY AGENCY AS CONFIDENTIAL

Any liability resulting from the wrongful disclosure of confidential information on the part of Contractor, or its subcontractor(s) shall rest with Contractor. Disclosure of any confidential information by Contractor or its subcontractor(s) without the express written approval of the MDE may result in the immediate termination of this agreement.

36. INFORMATION DESIGNATED BY CONTRACTOR AS CONFIDENTIAL

Any disclosure of those materials, documents, data, and other information which Contractor has designated in writing as proprietary and confidential shall be subject to the provisions of Mississippi Code Annotated §§ 25-61-9 and 79-23-1. As provided in the contract, the personal or professional services to be provided, the price to be paid, and the term of the contract shall not be deemed to be a trade secret, or confidential commercial or financial information.

37. INFRINGEMENT INDEMNIFICATION

Contractor warrants that the materials and deliverables provided to the MDE under this agreement, and their use by the MDE, will not infringe or constitute an infringement of any copyright, patent, trademark, or other proprietary right. Should any such items become the subject of an infringement claim or suit, Contractor shall defend the infringement action and/or obtain for the MDE the right to continue using such items without additional cost to the Agency. Should Contractor fail to obtain for the MDE the right to use such items, Contractor shall suitably modify them to make them non-infringing or substitute equivalent software or other items at Contractor's expense.

In the event the above remedial measures cannot possibly be accomplished, and only in that event, Contractor may require the MDE to discontinue using such items, in which case Contractor will refund to the MDE the fees previously paid by the MDE for the items the customer may no longer use, and shall compensate the MDE for the lost value of the infringing part to the phase in which it was used, up to and including the contract price for said phase. Said refund shall be paid within 10 business days of notice to the MDE to discontinue said use.

Scope of Indemnification: Provided that the MDE promptly notifies Contractor in writing of any alleged infringement claim of which it has knowledge, Contractor shall defend, indemnify, and hold harmless the MDE against any such claims, including but not limited to any expenses, costs, damages and attorney fees that a court finally awards for infringement based on the programs and deliverables provided under this agreement.

In the MDE's sole discretion, upon approval of the Office of the Mississippi Attorney General and the MDE, Contractor may be allowed to control the defense of any such claim, suit, etc. In the event Contractor defends said claim, suit, etc., Contractor shall use legal counsel acceptable to the Office of the Mississippi Attorney General and the MDE. Contractor shall be solely responsible for all costs and/or expenses associated with such defense, and the MDE shall be entitled to participate in said defense. Contractor shall not settle any claim, suit, etc. without the concurrence of the Office of the Mississippi Attorney General and the MDE, which shall not be unreasonably withheld.

38. LEGAL AND TECHNICAL SUPPORT

Contractor shall utilize its knowledge and understanding of applicable legal standards and comply with recognized professional standards and generally accepted measurement principles applicable to assessments and uses of the type described in this contract, including but not limited to standards relating to validity and reliability. Contractor shall consult with the MDE concerning its implementation of the requirements of this section. In the event of a challenge in which the validity or reliability of the use of an assessment developed under this contract is an issue (other than a challenge based on infringement of copyright or other proprietary rights of a third party), Contractor shall cooperate with the MDE and/or the State of Mississippi in the defense of the assessment and shall provide reasonable technical and legal support with regard to Contractor's activities under this contract without additional charges to the MDE or the State.

39. MODIFICATION OR RENEGOTIATION

The parties agree to renegotiate the agreement in good faith if federal and/or state revisions to any applicable laws or regulations make changes in this agreement necessary. This agreement may be modified only by written agreement signed by the parties hereto and approval by the SBE and Public Procurement Review Board, if required.

40. NO LIMITATION OF LIABILITY

Nothing in this agreement shall be interpreted as excluding or limiting any tort liability of Contractor for harm caused by the intentional or reckless conduct of Contractor or for damages incurred through the negligent performance of duties by Contractor or the delivery of products that are defective due to negligent construction.

41. ORAL STATEMENTS

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this contract. All modifications to the contract shall be made in writing by the MDE, agreed to by Contractor and approved by the SBE and Public Procurement Review Board, if required.

42. PAYMODE

Payments by the MDE using the state's accounting system shall be made and remittance information provided electronically as directed by the state and deposited into the bank account of Contractor's choice. The MDE may, at its sole discretion, require Contractor to electronically submit invoices and supporting documentation at any time during the term of this Agreement. Contractor understands and agrees that the Agency is exempt from the payment of Mississippi taxes. All payments shall be in United States currency.

43. PRICE ADJUSTMENT

(1) **Price Adjustment Methods.** Any adjustments in contract price, pursuant to a clause

in this contract, shall be made in one or more of the following ways:

- a. must be stated in the solicitation describing the method in which any price adjustment will be calculated, the triggering event which makes the price adjustment clause to be enacted.
- b. by agreement on a fixed price adjustment before commencement of the Additional performance;
- c. by unit prices specified in the contract;
- d. by the costs attributable to the event or situation covered by the clause, plus appropriate profit or fee, all as specified in the contract; or,
- e. by the price escalation clause.

(2) **Submission of Cost or Pricing Data.** Contractor shall provide cost or pricing data for any price adjustments.

44. PRICE CERTIFICATION

Any Offeror submitting a response to this solicitation agrees and certifies that it will honor its pricing and all terms and conditions herein for the duration of the contract term described in this solicitation. By submitting a response hereto, Offeror agrees to accept a contract pursuant to the requirements of Section 14.15 of the Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations if so requested by the procuring Agency.

45. PROCUREMENT REGULATIONS

This solicitation shall be governed by the applicable provisions of the Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations, a copy of which is available on the Mississippi Department of Finance and Administration's website

(www.dfa.ms.gov). Any offeror responding to a solicitation for personal and professional services and any contractor doing business with a state Agency is deemed to be on notice of all requirements therein.

47. PROPERTY RIGHTS

Property rights do not inure to any offeror until such time as services have been provided under a legally executed contract. No party responding to this solicitation has a legitimate claim of entitlement to be awarded a contract or to the provision of work thereunder. The MDE is under no obligation to award a contract and may terminate a legally executed contract at any time.

48. RECOVERY OF MONEY

Whenever, under the contract, any sum of money shall be recoverable from or payable by Contractor to the MDE, the same amount may be deducted from any sum due to Contractor under the contract or under any other contract between Contractor and the MDE. The rights of the MDE are in addition and without prejudice to any other right the MDE may have to claim the amount of any loss or damage suffered by the MDE on account of the acts or omissions of Contractor.

49. RENEWAL OF CONTRACT

The contract may be renewed at the discretion of the MDE for the term specified in the solicitation under the same prices, terms, and conditions as in the original contract. The total number of renewal years permitted shall not exceed the term specified in the solicitation.

50. OFFEROR'S REPRESENTATION REGARDING CONTINGENT FEES

By responding to the solicitation, the offeror represents that it has not retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract. If the offeror cannot make such a representation, a full and complete explanation shall be submitted in writing with the offeror's response.

51. REPRESENTATION REGARDING GRATUITIES

Offeror represents that it has not, is not, and will not offer, give, or agree to give any employee or former employee of the MDE a gratuity or offer of employment in connection with any approval, disapproval, recommendation, development, or any other action or decision related to the solicitation and resulting contract. Offeror further represents that no employee or former employee of the MDE has or is soliciting, demanding, accepting, or agreeing to accept a gratuity or offer of employment for the reasons previously stated; any such action by an employee or former employee in the future, if any, will be rejected by offeror. Offeror further represents that it is in compliance with the Mississippi Ethics in Government laws, codified at Mississippi Code Annotated §§ 25-4-101 through 25-4-121, and has not solicited any employee or former employee to act in violation of said law.

52. REQUIRED PUBLIC RECORDS AND TRANSPARENCY

Upon execution of a contract, the provisions of the contract which contain the personal or professional services provided, the unit prices, the overall price to be paid, and the term of the contract shall not be deemed to be a trade secret or confidential commercial or financial information pursuant to Mississippi Code Annotated § 25-61-9(7). The contract shall be posted publicly on www.transparency.ms.gov and shall be available for at the Agency for examination, inspection, or reproduction by the public. The contractor acknowledges and agrees that the MDE and this contract are subject to the Mississippi Public Records Act of 1983 codified at Mississippi Code Annotated §§ 25-61-1, et seq. and its exceptions, Mississippi Code Annotated § 79-23-1, and the *Mississippi Accountability and Transparency Act of 2008*, codified at Mississippi Code Annotated §§ 27-104-151, et seq.

53. RIGHT TO AUDIT

Contractor shall maintain such financial records and other records as may be prescribed by the MDE or by applicable federal and state laws, rules, and regulations. Contractor shall retain these records for a period of three years after final payment, or until they are audited by the MDE, whichever event occurs first. These records shall be made available during the term of the contract and the subsequent three-year period for examination, transcription, and audit by the Mississippi State Auditor's Office, its designees, or other authorized bodies.

54. RIGHT TO INSPECT FACILITY

The MDE may, at reasonable times, inspect the place of business of a Contractor or any subcontractor which is related to the performance of any contract awarded by the MDE.

55. SEVERABILITY

If any part of this agreement is declared invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of the agreement that can be given effect without the invalid or unenforceable provision, and to this end the provisions hereof are severable. In such event, the parties shall amend the agreement as necessary to reflect the original intent of the parties and to bring any invalid or unenforceable provision in compliance with applicable law.

56. STATE PROPERTY

Contractor will be responsible for the proper custody and care of any state-owned property furnished for Contractor's use in connection with the performance of this agreement. Contractor will reimburse the state for any loss or damage, normal wear and tear excepted.

57. STOP WORK ORDER

The MDE may, by written order to Contractor at any time, require Contractor to stop all or any part of the work called for by this contract. This order shall be for a period of time specified by the MDE. Upon receipt of such an order, Contractor shall forthwith comply with its terms and take all reasonable steps to minimize any further cost to the MDE. Upon expiration of the stop work order, Contractor shall resume providing the services which were subject to the stop work order, unless the MDE has terminated that part of the agreement or terminated the agreement in its entirety. The MDE is not liable for payment for services which were not rendered due to the stop work order.

58. TERMINATION

Termination for Convenience. The MDE may, when the interests of the Agency so require, terminate this contract in whole or in part, for the convenience of the Agency. The MDE shall give written notice of the termination to Contractor specifying the part of the contract terminated and when termination becomes effective. Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination Contractor will stop work to the extent specified. Contractor shall complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

Termination for Default. If the MDE gives the Contractor a notice that the personal or professional services are being provided in a manner that is deficient, the Contractor shall have 30 days to cure the deficiency. If the Contractor fails to cure the deficiency, the MDE may terminate the contract for default and the Contractor will be liable for the additional cost to the MDE to procure the personal and professional services from another source. Termination under this paragraph could result in Contractor being excluded from future contract awards pursuant to Chapter 15 of the Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations. Any termination wrongly labelled termination for default shall be deemed a termination for convenience.

59. TERMINATION UPON BANKRUPTCY

This contract may be terminated in whole or in part by the MDE upon written notice to Contractor, if Contractor should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by Contractor of an assignment for the benefit of its creditors. In the event of such termination, Contractor shall be entitled to recover just and equitable compensation for satisfactory work performed under this contract, but in no case shall said compensation exceed the total contract price.

60. THIRD PARTY ACTION NOTIFICATION

Contractor shall give the customer prompt notice in writing of any action or suit filed, and prompt notice of any claim made against Contractor by any entity that may result in litigation related in any way to this agreement.

61. TRADE SECRETS, COMMERCIAL AND FINANCIAL INFORMATION

It is expressly understood that Mississippi law requires that the provisions of this contract which contain the commodities purchased or the personal or professional services provided, the price to be paid, and the term of the contract shall not be deemed to be a trade secret or confidential commercial or financial information and shall be available for examination, copying, or reproduction.

62. UNSATISFACTORY WORK

If, at any time during the contract term, the service performed, or work done by Contractor is considered by the Agency to create a condition that threatens the health, safety, or welfare of the citizens and/or employees of the State of Mississippi, Contractor shall, on being notified by the Agency, immediately correct such deficient service or work. In the event Contractor fails, after notice, to correct the deficient service or work immediately, the Agency shall have the right to order the correction of the deficiency by separate contract or with its own resources at the expense of Contractor.

End of this page

Appendix C – Exception to the Standard Terms and Conditions

Clause #	Page #	Exception Reason (Short description of exception made)	MDE Acceptance (initial here if accepted)

Appendix D - References

Client Name	
Contact Name and Title	
Contact Address	
Contact Telephone Number	
Email Address	
Type of work provided to the client	
Effective contract dates for the time frame services were/are being provided to client	

Client Name	
Contact Name and Title	
Contact Address	
Contact Telephone Number	
Email Address	
Type of work provided to the client	
Effective contract dates for the time frame services were/are being provided to client	

Client Name	
Contact Name and Title	
Contact Address	
Contact Telephone Number	
Email Address	
Type of work provided to the client	
Effective contract dates for the time frame services were/are being provided to client	

Appendix E - REFERENCE SCORE SHEET

Offeror Name:

Reference Name:

Person Contacted, Title/Position:

Date/Time Contacted:

Service From/To Dates:

Able to provide services when you called?	Yes	No
Satisfied with the services provided? If no, please explain.	Yes	No
Offeror easy to work with in scheduling services?	Yes	No
Was the service completed on time and within budget?	Yes	No
Offeror listened when issues were presented to resolve conflict? (If never had an issue, please check here ____.)	Yes	No
Would you hire them again?	Yes	No
Would you recommend them?	Yes	No

Potential Offeror must have a minimum of 6 “yes” answers on the questions above from two references (total of 12 “yes” answers) to be considered responsible and to be considered.

Score: Pass/Fail

Do you have any business, professional or personal interest with the Offeror? If yes, please explain.	Yes	No
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A “yes” to the above question may result in an automatic disqualification of the provided reference; therefore, resulting in a score of zero as responses to previous questions become null and void.

Notes:

Program Director: _____
Signature Title Date

Appendix F – ACKNOWLEDGEMENT OF AMENDMENT

The Question-and-Answer and any other amendment shall be signed, if issued. The Question-and-Answer amendment will be posted on the MDE [website](#) under “Public Notice” RFP/RFQ/RFA/Invitation to Bid section. It is the sole responsibility of all interested vendors to monitor the MDE website for updates regarding any amendment to the solicitations.

Note: If questions are not received by the MDE an amendment will not be posted and the Acknowledgement of Amendment process shall be waived.

Appendix G – ASSURANCES AND CERTIFICATION

REPRESENTATION REGARDING CONTINGENT FEES: Offeror represents that it has not retained a person to solicit or secure a state contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in Offeror's proposal.

REPRESENTATION REGARDING GRATUITIES: Offeror represents that it has not, is not, and will not offer, give, or agree to give any employee or former employee of the MDE a gratuity or offer of employment in connection with any approval, disapproval, recommendation, development, or any other action or decision related to the solicitation and resulting contract. Offeror further represents that no employee or former employee of the MDE has or is soliciting, demanding, accepting, or agreeing to accept a gratuity or offer of employment for the reasons previously stated; any such action by an employee or former employee in the future, if any, will be rejected by contractor. Offeror further represents that it is in compliance with the Mississippi Ethics in Government laws, codified at Mississippi Code Annotated §§ 25-4-101 through 25-4-121, and has not solicited any employee or former employee to act in violation of said law.

CERTIFICATION OF INDEPENDENT PRICE DETERMINATION: The Offeror certifies that the prices submitted in response to the solicitation have been arrived at independently and without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Offeror or competitor relating to those prices, the intention to submit a proposal, or the methods or factors used to calculate the prices bid.

PROSPECTIVE CONTRACTOR'S REPRESENTATION REGARDING CONTINGENT FEES: The prospective Contractor represents as a part of such Offeror's proposal that such Offeror has not retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract.

NON-DEBARMENT: This certification is a material representation of fact relied upon by the Contracting Agencies. If it is later determined that the Offeror did not comply with 2 C.F.R. part 180, subpart C, and 2 C.F.R. part 3000, subpart C, in addition to remedies available to DFA and other Contracting Agencies, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

COMPLIANCE WITH EQUAL OPPORTUNITY IN EMPLOYMENT POLICY: Offeror understands that the MDE is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and Contractor agrees during the term of the agreement that Contractor will strictly adhere to this policy in its employment practices and provision of services.

I make the following certifications and assurances as a required element of this submission to which it is attached. The understanding that the truthfulness of the facts affirmed here and the continued compliance with these requirements are conditions precedent to the award or continuation of the related contract(s).

Name: _____

Title: _____

Signature: _____ Date: _____

Appendix H – RELEASE OF PROPOSAL AS PUBLIC RECORD

Offerors **shall acknowledge** which of the following statements is applicable regarding release of its proposal as a public record. *An Offeror may be deemed non-responsive if the Offeror does not acknowledge either statement, acknowledges both statements, or fails to comply with the requirements of the statement acknowledged.*

Choose one:

_____ Along with a complete copy of its proposal, Offeror has submitted a second copy of the proposal in which all information Offeror deems to be confidential commercial and financial information and/or trade secrets is redacted in black. Offeror acknowledges that it may be subject to exclusion pursuant to Chapter 15 of the *PPRB OPSCR Rules and Regulations* if the MDE or the Public Procurement Review Board determine redactions were made in bad faith in order to prohibit public access to portions of the proposal which are not subject to Mississippi Code Annotated §§ 25-61-9, 75-26-1 through 75-26-19, and/or 79-23-1. Offeror acknowledges and agrees that the MDE may release the redacted copy of the proposal at any time as a public record without further notice to Offeror. An Offeror who selects this option but fails to submit a redacted copy of its proposal may be deemed non-responsive.

_____ Offeror hereby certifies that the complete unredacted copy of its proposal may be released as a public record by the MDE at any time without notice to Offeror. The proposal contains no information Offeror deems to be confidential commercial and financial information and/or trade secrets in accordance with Mississippi Code Annotated §§ 25-61- 9, 75-26-1 through 75-26-19, and/or 79-23-1. Offeror explicitly waives any right to receive notice of a request to inspect, examine, copy, or reproduce its bid as provided in Mississippi Code Annotated § 25-61-9(1)(a). An Offeror who selects this option but submits a redacted copy of its proposal may be deemed non-responsive.

Appendix I – MDE CONTRACTS

The prospective contractor represents that contractor **does** () or **does not** () have a current contract(s) with the Mississippi Department of Education.

The MDE has the right to review and align solicited services with a contractor's current awarded contract for services to ensure conflicts and/or limitations do not exist. If conflicts and/or limitations exist, the MDE at its discretion may reject the Offeror's proposal and the Offeror will not be considered for an award for this solicited service.

Potential contractors are required to provide a listing of each executed contract or contract applied, please provide the following:

Program Office Name	
Contract Service	
Contract Amount	\$
Contract Dates of Service	

Program Office Name	
Contract Service	
Contract Amount	\$
Contract Dates of Service	

Appendix K – Data of Average Daily Participation and Approval for Free Lunch

Per County, June 2025 Lunch Average Daily Participation (ADP) for the Summer Food Service Program (SFSP) and the number of enrolled in school who are approved to receive free and reduced lunch.

COUNTY	SFSP-LUNCH ADP	SNP-CHILDREN APPROVED FOR FREE AND REDUCED LUNCH
Adams	450.09	1,483
Alcorn	355.4	2,261
Amite	88.19	460
Attala		1,240
Benton		461
Bolivar	670.38	2,214
Calhoun		872
Carroll	100.13	293
Chickasaw	101.5	1,256
Choctaw		581
Claiborne	174.24	553
Clarke	59	282
Clay		1,245
Coahoma	265.7	1,793
Copiah	175.79	1,703
Covington	169.58	1,224
DeSoto	14910.05	11,089
Forrest	1663.36	5,022
Franklin	121.35	528
George		1,554
Greene		795
Grenada		1,629
Hancock	233.33	2,279
Harrison	2973.84	13,510
Hinds	5097.61	14,506
Holmes	120.93	1,134
Humphreys	278.45	482
Itawamba		1,402
Jackson	6608.27	8,488
Jasper	454.46	995
Jefferson	220.94	551
Jefferson Davis	185.32	636
Jones	592.11	4,820
Kemper	149.41	411
Lafayette	326.05	2,291
Lamar		3,555
Lauderdale	1130.56	4,185
Lawrence	590.88	674
Leake	194.42	1,291

COUNTY	SFSP-LUNCH ADP	SNP-CHILDREN APPROVED FOR FREE AND REDUCED LUNCH
Lee	748.55	5,699
Leflore	896.4	1,975
Lincoln	360.96	2,251
Lowndes	795.91	3,608
Madison	294.38	4,807
Marion	154.37	1,538
Marshall	237.37	2,169
Monroe	41.53	1,666
Montgomery	41.56	474
Neshoba	1381.38	1,513
Newton	383.99	1,400
Noxubee	228.75	684
Oktibbeha	385.66	2,040
Panola	117.81	2,638
Pearl River	382.87	3,763
Perry		602
Pike	259.65	2,695
Pontotoc		2,720
Prentiss		1,820
Quitman		414
Rankin	319.17	7,456
Scott	174.75	2,871
Sharkey	180.35	221
Simpson		1,303
Smith		1,063
Stone		978
Sunflower	862.04	1,315
Tallahatchie	267.89	608
Tate		1,548
Tippah		1,738
Tishomingo		1,189
Tunica	325.7	843
Union	92.45	2,107
Walthall	92.9	701
Warren	718.99	3,197
Washington	1183.61	3,018
Webster		592
Wilkinson	36.56	301
Winston	189.05	1,067
Yalobusha	10.25	645
Yazoo	588.41	1,537

Appendix L – COST DATA/BUDGET

The budget should include all costs associated with the project scope of services.

The total budget for the advertisement costs and staff services shall not exceed \$48,000.00 per year.

Deliverable	Plan of Action/Completion Date	Cost	Cost	Cost	Cost	Cost
<i>Scope of work and expected outcomes</i>	<i>Detailed information on how expected outcomes shall be achieved.</i>	Year 1	Year 2	Year 3	Year 4	Year 5
Provide a preliminary plan and strategy for the media coverage proposal to the MDE to include a minimum of two types of coverage (e.g., radio/television, spots, mobile advertising, social media and digital billboards).						
Determine the planning and creative development for media coverage locations and saturation for the anticipated date range of May 25 through June 30.						
Total Cost						

Cumulative Cost \$ _____

PUBLIC NOTICE

Proof of publication in the newspaper, procurement portal, website, and direct solicitation of offerors; written determination if advertising less than days prior to submission deadline (if applicable)

www.clarionledger.com/public-notices

Clarion Ledger

Search notices

Keyword: education

Publication name: All

Start date: [calendar icon]

End date: [calendar icon]

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Most Recent Notices

The Mississippi Department of Education (MDE) is soliciting for services and/or products for the purpose of Summer Food Service Program Media Campaign. 12/08/2025

The solicitation may be accessed by potential offerors at ...

REQUEST FOR BIDS 12/08/2025

DEADLINE FOR RECEIPT OF BIDS: December 16, 2025, 2:00 P.M.

MS DEPARTMENT OF INFORMATION TECHNOLOGY SERVICES 12/02/2025

Objections will be received by the MS Dept. of Information Technology Services (ITS), 3771 Eastwood Dr., Jackson, MS 39211, for the following...

Public notices, delivered

From foreclosures to bids and proposals, the latest notices straight to your inbox.

Email Address [input field] [button]

MS DEPARTMENT OF INFORMATION TECHNOLOGY SERVICES 12/02/2025

Objections will be received by the MS Dept. of Information Technology Services (ITS), 3771 Eastwood Dr., Jackson, MS 39211, for the following...

MIDH INVITATION FOR BID (IFB) 11/26/2025

Operator Continuing Education Training RFX # 216000776

Govt Bids & Proposals 12/08/2025

Share [social icons] Print

The Mississippi Department of Education (MDE) is soliciting for services and/or products for the purpose of Summer Food Service Program Media Campaign.

The solicitation may be accessed by potential offerors at www.mdek12.org under the Public Notices section. Written questions should be submitted to Leigh Washington, ProcurementQnR@mdek12.org by the deadline of Friday, January 9, 2026, at 5:00 p.m.

Copies of all questions submitted and the responses will be posted to the MDE's website at www.mdek12.org under the Public Notices section and will be available to the general public by Tuesday, January 13, 2026.

All responses to the solicitation must be submitted via MAGIC or shipped/mailed to the following address:

Shipped to:
 (FedEx, UPS, etc.)
 Monique Corley, Director
 Office of Procurement
 The Mississippi Department of Education
 Summer Food Service Program Media Campaign RFP RFX# 3120003260
 359 North West Street
 Jackson, MS 39201
 (DO NOT OPEN)
 12/8, 12/15/2025 #11894581

8:15 AM 12/8/2025

MDE Request for Proposals: Summer Food Service Program Media Campaign

John Sykes

To: [contact icons]

Bcc: abuchanan@focusgroupms.com; Jana.bell@mwb.com; sandramilton@iheartmedia.com; info@ramey.com; Leigh Washington

This message was sent with High importance.

FY26 SFSP Media Campaign RFP FINAL.pdf 1 MB

Hello,

The MDE Office of Procurement, on behalf of the Office of Child Nutrition, is pleased to provide you with the attached solicitation for your review and consideration.

Thank you.

JOHN SYKES, CMPA, Procurement Team Leader
 Office of Procurement
 601-359-5716 | mdek12.org

MISSISSIPPI DEPARTMENT OF EDUCATION

Confidentiality Note: The information contained in this e-mail and/or document(s) attached is for the exclusive use by the individual named above and/or their organization and may contain confidential, privileged and non-disclosable information. If you are not the intended recipient, or an employee or agent responsible for delivering this message to the intended recipient, please refrain from reading, photocopying, distributing, retransmission, or otherwise using this e-mail or its contents in any way. If you have received this email in error, please notify me immediately by replying "Received in Error" and delete this message from your computer.

9:00 AM 12/8/2025



MDE Bid Announcements

REQUEST FOR PROPOSALS

QUALIFICATIONS | APPLICATIONS | INVITATION FOR BIDS

[Request for Application](#) (Fillable Form)

Vendor/supplier registration: <https://www.dfa.ms.gov/vendors>

Paymode: <https://go.paymode.com/StateofMississippi/e-YB62GV5YA>

CONTRACTS

- [RFP – Summer Food Service Program Media Campaign](#)

TECHNOLOGY

- [RFP-Kindergarten Readiness Assessment](#)
 - [Attachment A – Technical Requirements](#)
 - [Attachment B – Kindergarten Readiness Assessment – Budget Summary Form](#)

NOTICE OF INTENT TO AWARD

- [Office of Healthy Schools – School Based Administrative Claiming Support and Nurse Database Software Solution – SBAC](#)

Procurement

601-359-5716

Staff

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Contents

[MDE Bid Announcements](#)

[Purchasing Notes](#)

[Procurement Resources Site](#)



**REQUEST FOR RECONSIDERATION OF THE
TERMS OF THE SOLICITATION**

Any requests received and all related correspondence; the Agency response; proof of distribution of the Agency response directly to bidders, on website, and on procurement portal; memorandum regarding reasonable time between response to request and submission deadline (is applicable)

Not Applicable

LETTERS OF INTENT

A copy of all letters of intent received by the Agency

Not Applicable

PRE SUBMISSION CONFERENCE

Record of attendees, transcript or audio video recording of the conference, documents provided to conference attendees, amendments issued to the RFP RF

Not Applicable

RFP OR RFQ AMENDMENTS INCLUDING Q&A

All amendments issued; proof of distribution directly to offerors, on website, and on procurement portal; memorandum regarding reasonable time for distribution (if applicable)



APPENDIX F
Acknowledgment of Amendments
Request for Proposals
Summer Food Service Program Media Campaign
Amendment Number One
December 23, 2025

The Office of Procurement, through this **Amendment Number One**, modifies the Request for Proposals for **Summer Food Service Program Media Campaign**, issued December 8, 2025.

The following section(s) are modified:

6.1 Questions and Answers

Questions must be submitted to ProcurementQnR@mdek12.org and must be received no later than **Friday, December 19, 2025 by 5:00 PM CST**, to ensure a response by the MDE. Responses to questions will be posted to the MDE website at <https://mdek12.org/procurement/rfp/> under "Public Notice" RFP/RFQ/RFA/Invitation to Bid section as an amendment to the solicitation on **Wednesday, December 24, 2025**. Questions received **after the deadline** shall not be considered. It is the Offeror's sole responsibility to regularly monitor the website for amendments and/or announcements concerning this solicitation.

13. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

By submitting a proposal, the offeror certifies that the prices submitted in response to the solicitation have been arrived at independently and without any consultation, communication, or agreement with any other offeror or competitor for the purpose of restricting competition.

Amendment Number One

NOTE: This amendment one is hereby made a part of the Mississippi Department of Education's Request for Proposals. The Vendor acknowledges receipt of said amendment and is made aware of the changes contained therein. By signing this form, the Offeror accepts the changes as part of the contract requirement.

Authorized Signature

Date

Printed Name



APPENDIX F
Acknowledgment of Amendments
Request for Proposals
Summer Food Service Program Media Campaign
Amendment Number Two
December 24, 2025

Questions and Answers

The Office of Procurement, through this **Amendment Number Two**, modifies the Request for Proposals for **Summer Food Service Program Media Campaign**, issued December 8, 2025, to include the questions and answers below.

Question #	Section #	Page #	Question (as submitted)	MDE Response
1	5	7	Is there a preference for a local vendor?	No, the vendor shall provide all services directly related to this contract from an office(s) located within the United States. Please indicate all locations in or outside the State of Mississippi in which you propose to provide the services described in this solicitation.
2			Is there an incumbent on this effort or similar efforts?	No.
3	2.4 and Appendix L	5 and 43	I see that the budget for advertising costs is \$48,000. Would you be able to clarify what the total budget is?	The total budget for the advertisement costs and staff services shall not exceed \$48,000.00 per year.
4	1.1 and 2.3	4 and 5	Who are the key targets for this initiative? Please share demographic information and any insights into psychographics.	Publicized throughout the state to increase parents' awareness of summer feeding sites. Targeting areas of the state with a high percentage of children eligible for free lunch during the school year and low participation in SFSP and the 2024 National School Lunch Program (NSLP) and the 2025 SFSP Data Sheet to review target areas (Appendix J and K), no later than May 15, 2026.

5			How many years has this SFSP initiative been available in Mississippi?	8 years
6	1.1	4	How has the SFSP program been promoted in the past? a. What tactics were most effective? b. What tactics were least effective? c. Can you share your current marketing plan?	The campaign has been promoted through Facebook Ads, Spotify, radio, billboards, and YouTube. a. Billboards, Radio, and Facebook b. YouTube c. To solicit offers from qualified, experienced, responsible and financially sound Offerors to provide media strategy planning and execution of the Summer Food Service Program (SFSP) for Mississippi which will be publicized throughout the state to increase parents' awareness of summer feeding sites.
7	5	7	Have you worked with another marketing agency in the past to promote this or other OPH programs? a. If so, are you satisfied with your current agency and current marketing efforts? b. Who is your current agency? c. Is your current agency eligible to respond to this RFP? d. Would you hire your current agency again? Why? e. Why are you searching for a new agency? f. Do you prefer an in-state agency for this contract?	Yes. a. Not applicable. b. There is no current agency under contract to promote this campaign. c. Not applicable. d. Not applicable. e. To provide media strategy planning and execution of the Summer Food Service Program (SFSP) for Mississippi which will be publicized throughout the state to increase parents' awareness of summer feeding sites. f. No, the vendor shall provide all services directly related to this contract from an office(s) located within the United States. Please indicate all locations in or outside the State of Mississippi in which you propose to provide the services described in this solicitation.
8			Who is currently handling your social media?	There is no vendor handling the Mississippi Department of Education Office of Child Nutrition social media.
9			Who is currently handling your website?	The Mississippi Department of Education Office of Technology and Strategic Services handles the website.
10			How has utilization of this program been in past years?	It has been used to show where summer feeding sites are located.
11			How familiar are the key targets with this program already	This Summer Food Service Program has been offered in Mississippi for 33 years.

12			What are the perceptions of this program among the key audiences?	I am not able to provide feedback on perceptions of the program.
13			What are the barriers to utilization among the key audiences?—Why might they NOT utilize these services?	Transportation could be a possible barrier.
14			Have there been any complaints or incidents surrounding past SFSP programs?	Yes. Complaints related to meals are not uncommon in Child Nutrition programs, including SFSP, and are addressed through routine monitoring and corrective action processes.
15			Are there any other programs offering similar services that might compete with the SFSP program? a. What promotional tactics of theirs might you be aware of?	It is unknown.
16	2.1	5	Do you want to use the existing creative materials available in the USDA SFSP Toolkit (https://www.fns.usda.gov/summer/toolkit) for your media promotions? Or is the preference to create something new, tailored for MS Dept of Education?	Utilize the free United States Department of Agriculture (USDA) SFSP marketing resources when practicable. Creating something new will need to be provided in the preliminary plan and strategy for the media coverage proposal to the MDE, to include a minimum of two types of coverage (e.g., radio/television spots, mobile advertising, social media, and digital billboards).
17			The USDA toolkit refers to two SFSP options: SUN Meals or Sun Meals to Go. Are you offering (and therefore promoting) both options or just one of them? a. If just one, please confirm whether that is SUN Meals.	SUN Meals is USDA's branding for all Summer Nutrition Meals. Some of these programs are not offered in Mississippi. Therefore, the focus will be on congregate and noncongregate meals (SUN Meals and Sun Meals to Go (Summer Food Service Program)).
18			The USDA toolkit refers to the program as SUN. This RFP refers to the program as "SFSP." Is the preference to brand the program as SFSP in Mississippi or can/should the program leverage the assets from the USDA toolkit under the SUN name	SUN Meals (Summer Food Service Program) is the name to use. When referencing non-congregate meals, SUN Meals to Go should be utilized.
19			The creative assets in the USDA toolkit are not specific to Mississippi or the MS Department of Education/Office of Public Health. Is the preference to customize the assets to include your specific branding? a. And if so, does this need to be branded with both the Office of Public Health and MS Department of Education logos? b. Are there any other entities that would need to be included in the creative assets that run in Mississippi?	The USDA toolkit is for nationwide branding. Yes, the customization should be the Mississippi Department of Education Office of Child Nutrition. a. No, only the Mississippi Department of Education Office of Child Nutrition. b. No.
20	1.1	4	What is the call-to-action that you would like to be communicated?—What would you like the audience to do as a result of seeing your ads? a. Is there a specific URL you would like to send them to? b. And/or is there a specific phone number you would like them to call	Increase parents' awareness of summer feeding sites. a. USDA Summer Meals for Kids Site Finder SUN Meals Food and Nutrition Service . b. Summer Meals Text Service Number: 914-342-7744

21			A note on the USDA website excludes Mississippi among the states that have data for finding summer meal sites. Will this data be searchable on the USDA site before this campaign kicks off? a. Or will there be a separate locator tool for the state of Mississippi?	Yes. The state submits data weekly to USDA for site advertisement purposes during the summer.
22			What does success look like to you for this campaign?	The public is informed about the summer feeding sites available in their area to maximize participation.
23	2.3	5	What are the Key Performance Indicators you would like to measure?	The Request for Proposal deliverables list the following, but are not limited to: The media coverage locations and saturation for the anticipated date range of May 25 through June 30.
24	2.3	5	What utilization metrics are you able to measure (to demonstrate usage of the services, particularly those attributable to the media campaign)	Performance measures (e.g., impression clicks, geofences, ads)
25			Can the destination landing page(s) accept tracking pixels so we can monitor the conversions on the page(s)?	It will depend on who manages the landing page.
26			Are there specific social media pages dedicated to these initiatives? a. Who manages these social media pages? b. Have you run paid social advertising from these social pages before?	Yes, there is a Facebook page. a. The selected vendor manages the page. b. Yes
27	2.3 Appendix J and Appendix K	5, 40 and 41	What are the priority markets, ranked in order, for this campaign to promote the 750+ feeding sites? a. Are there any mandatory markets?	Review program information and data targeting areas of the state with a high percentage of children eligible for free lunch during the school year and low participation in SFSP and the 2024 National School Lunch Program (NSLP) and the 2025 SFSP Data Sheet to review target areas (Appendix J and K). a. The same answer as above.
28	2.3	4	The RFP references media coverage and cites examples like broadcast, digital media, social media, billboards. Would Earned Media be among the consideration set for this work, or would that fall under a separate scope? a. If so, are there planned media worthy events, announcements or partnerships at this time? b. What spokespeople might you have in mind for this campaign	Provide a preliminary plan and strategy for the media coverage proposal to the MDE to include a minimum of two types of coverage (e.g., radio/television spots, mobile advertising, social media, and digital billboards). Earned Media would not be among the considerations for this set of work.
29	2.3 and 2.4	4 and 5	How do you foresee the budget breakdown by percentage among the scope components outlined?	Details for the ratio of staff services expense versus media buy expense. The Offeror will explain exactly what the State shall receive for this amount of funds and shall allow evaluators to determine the best proposals based upon the plan of action and the description of what the State shall receive in exchange for this amount.
30	2.4	5	Are hard costs (meals, hotel, transportation, events) covered in this budget?	The Offeror will explain exactly what the State shall receive for this amount of funds and shall allow evaluators to determine the best proposals based upon the plan of

				action and the description of what the State shall receive in exchange for this amount.
31	2.3	5	Who will the agency report to? a. Can you describe the approval process for projects?	The agency makes a report to the USDA Food and Nutrition Services. a. The selected vendor for this project will submit their preliminary plan and strategy for media coverage to the Mississippi Department of Education Office of Child Nutrition no later than May 15 for review and feedback.
32	7.4	11	How must the proposals be submitted?—Either printed/mailed or digital/MAGIC, or both	They can be submitted electronically via the Mississippi Accountability Governmental Information Collaboration System (MAGIC) no later than Friday, January 9, 2026, by 2:00 PM Central Standard Time (CST) . Or Ship To : MONIQUE CORLEY Office of Procurement The Mississippi Department of Education (Summer Food Service Program Media Campaign) RFx # 3120003260 359 North West Street Jackson, Mississippi 39201

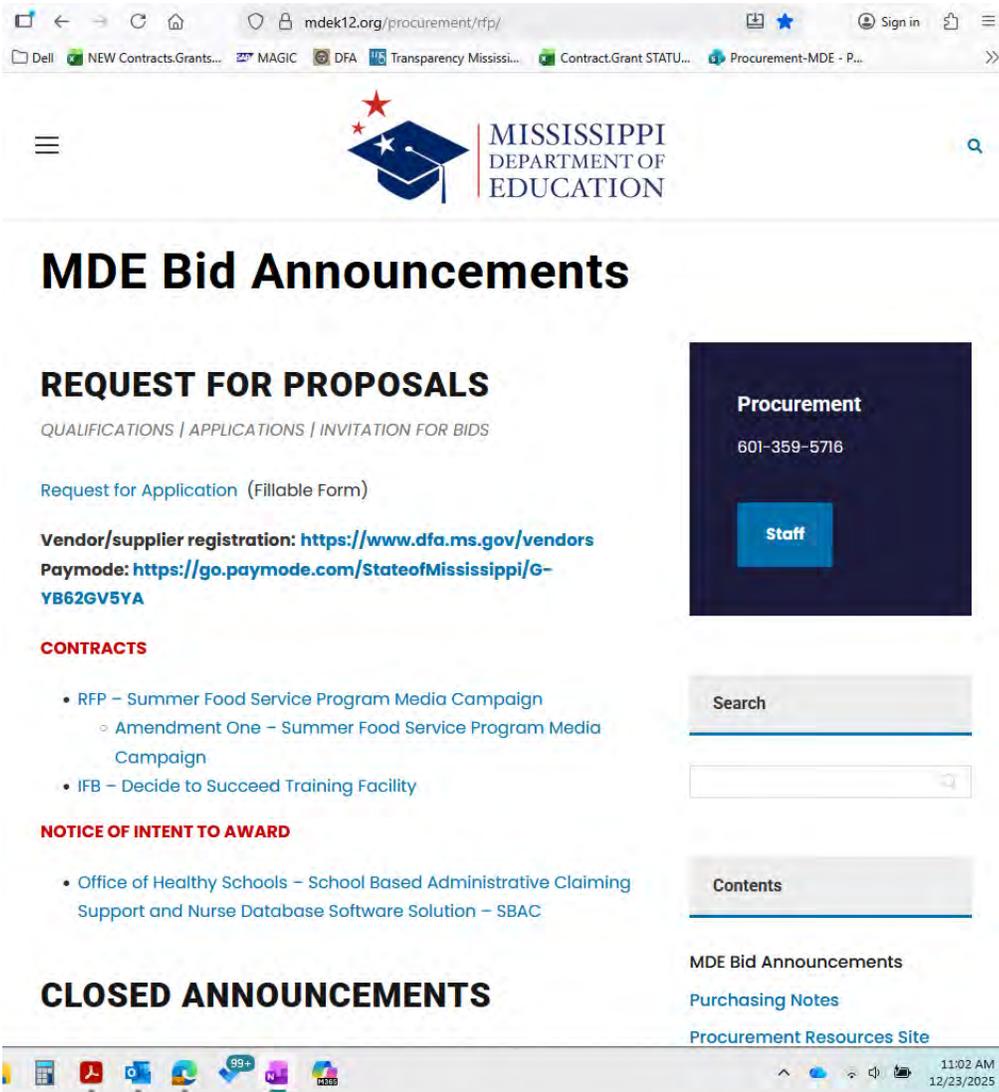
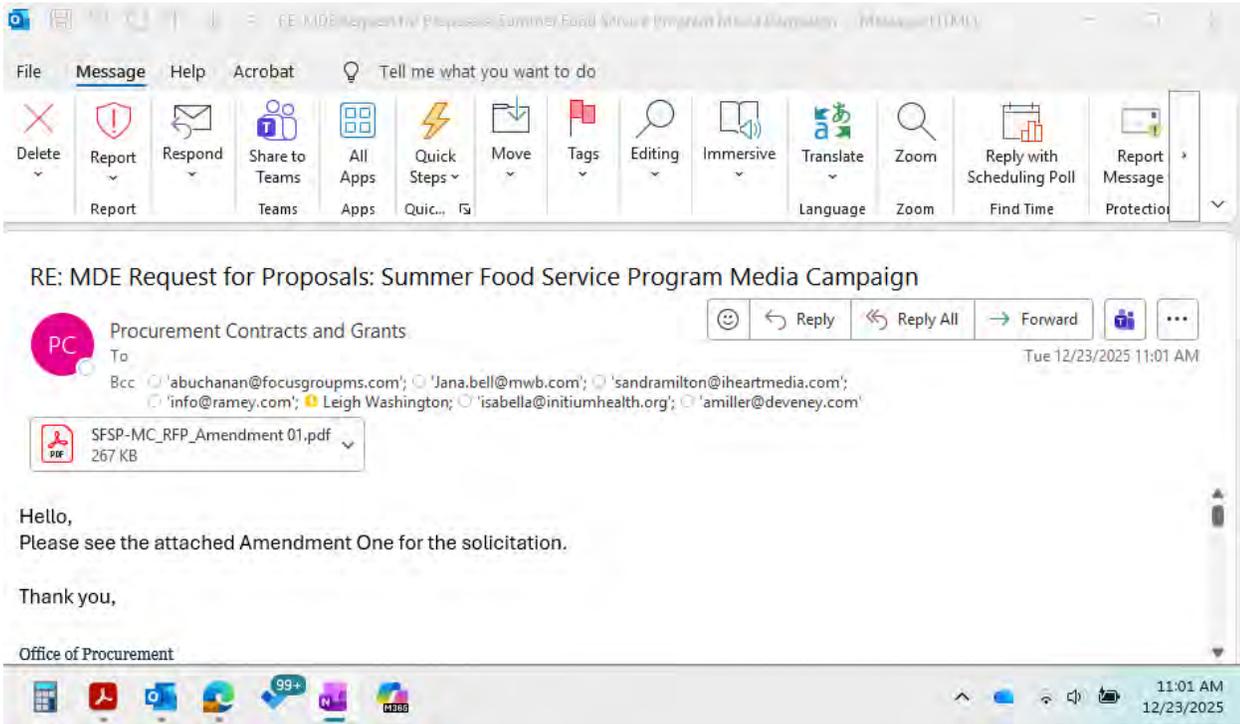
Amendment Number Two

NOTE: *This amendment two is hereby made a part of the Mississippi Department of Education’s Request for Proposals. The Vendor acknowledges receipt of said amendment and is made aware of the changes contained therein. By signing this form, the Offeror accepts the changes as part of the contract requirement.*

Authorized Signature

Date

Printed Name



Subject: **Re: : Rfx Amendment Not Posting: 3120003260**
 From: mash
 To: John Sykes
 Cc: Leigh Washington
 Sent: Tuesday, December 23, 2025 3:05 PM

External Email
 CAUTION: This email originated from outside of the MDE organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello, your email message was received within the MMRS Call Center and help desk ticket IN254494 has been created. An analyst will contact you to provide assistance. Thanks, Whitney

From: John Sykes <jsykes@mdek12.org>
 Sent: Tuesday, December 23, 2025 2:33 PM
 To: mash <mash@dfa.ms.gov>
 Cc: Leigh Washington <lewashington@mdek12.org>
 Subject: <EXTERNAL>: Rfx Amendment Not Posting: 3120003260

Good afternoon,
 I have an amendment to an RFP that I posted today, but it has not shown up on the Procurement Portal yet.

3120003260

Display RFX: 3120003260 Open side panel

[Edit](#) [Close](#) [Copy](#) [Check](#) [Withdraw Rfx](#) [Responses and Awards](#) [Export](#) [Print Preview](#) [Questions and Answers \(0 \)](#) [Related Links](#)

Number 3120003260 Smart Number 1201-26-R-RFPR-00001-V01 Type Request for Proposal Status Published Created On 12/02/2025 12:50:43 Created By LEIGH WASHINGTON Number of Bidders 231

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Current Status: **Finished** Header Approval Note:

Current Process Step:

Currently Processed By:

Approval Process Data: [Download as XML](#)

Follow Up: Work Item to Requester at Process End

[Header](#) [Item](#)

Header Approval Status Settings

[Add Approver](#) [Remove Approver](#)

Sequence	Process Step	Status	Processor	Received On	Processed On	Forwarded By
001	Automatic Approval	Approved	System	12/23/2025 10:27:00 am	12/23/2025 10:27:01 am	

Reviewer(s) for the Document Settings

[Add Reviewer](#) [Remove Reviewer](#)

Reviewer Level	Reviewer Type	Processor	Received On	Processed On	Forwarded By
The table does not contain any data					

Thanks,
 JOHN SYKES, CMPA, Procurement Team Leader
 Office of Procurement
 601-359-5716 | mdek12.org | mdek12.org

- [\[facebook.com\]](#)
- [\[x.com\]](#)
- [\[youtube.com\]](#)



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MBE Request for Proposals: Summer Food Service Program Media Campaign - Amendment Two

File Message Help Acrobat Tell me what you want to do

Delete Report Respond Share to Teams All Apps Quick Steps Move Tags Editing Immersive Translate Zoom Reply with Scheduling Poll Report Message

MDE Request for Proposals: Summer Food Service Program Media Campaign - Amendment Two

PC Procurement Contracts and Grants Reply Reply All Forward Wed 12/24/2025 9:04 AM

To: 'abuchanan@focusgroupms.com'; 'Jana.bell@mwb.com'; 'sandramilton@iheartmedia.com'; 'info@ramey.com'; Leigh Washington; 'isabella@initiumhealth.org'; 'amiller@deveney.com'

SFSP-MC_RFP_Amendment 02.pdf 369 KB

Hello,
Please see the attached Amendment Two for the solicitation.

Thank you,

Office of Procurement
601-359-5716 | mdek12.org

MISSISSIPPI DEPARTMENT OF EDUCATION

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9:04 AM 12/24/2025



MDE Bid Announcements

REQUEST FOR PROPOSALS

QUALIFICATIONS | APPLICATIONS | INVITATION FOR BIDS

[Request for Application \(Fillable Form\)](#)

Vendor/supplier registration: <https://www.dfa.ms.gov/vendors>

Paymode: <https://go.paymode.com/StateofMississippi/G-YB62GV5YA>

CONTRACTS

- RFP – Summer Food Service Program Media Campaign
 - Amendment One – Summer Food Service Program Media Campaign
 - Amendment Two – Summer Food Service Program Media Campaign
- IFB – Decide to Succeed Training Facility

NOTICE OF INTENT TO AWARD

- Office of Healthy Schools – School Based Administrative Claiming Support and Nurse Database Software Solution – SBAC

Procurement
601-359-5716

[Staff](#)

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[MDE Bid Announcements](#)

[Purchasing Notes](#)

[Procurement Resources Site](#)

Search for Bid Opportunities and Public Notifications (Sole Source, Intent to Award, and Protective Order Request) using **Keyword** or **Advanced Search**
Options: State Government Bid Opportunities will be posted to this page as defined by State Law. Sole Source, Intent to Award, and Protective Order Request notifications are not bid opportunities, but are posted in accordance with State Law to provide transparency to the public.

[ADVANCED SEARCH OPTIONS](#)

Optional Search:

To search for an RFX document by date(s), select the type of date (Advertised, Submission or RFX Opening) and enter a date range in the From Date and End Date fields.

Advertised Submission RFX Opening

From Date: End Date:

Major Procurement Category: Sub Procurement Category: Status:

RFX #: Smart Number:

Dept/Agency: RFX Type:

Agency	Smart Number	RFX Number	Description
MS DEPT OF EDUCATION	110132E-R-RFP-00001LV02	3120003260	Major Procurement PERSONNEL SERVICES NON-IT RFP Solicitation for Media Campaign for SFSP FY26 Attachment - Amendment 1 Attachment - Amendment 2 Attachment - RFP

[Back to top](#)

Resources

<p>MS.GOV</p> <p>MS DEPT of Information Technology Services (ITS)</p> <p>Mississippi's Chosen Payment Network</p> <p>Paymode</p>	<p>MS DFA: Bureau of Building</p> <p>MS DFA: Office of Purchasing</p> <p>MS DFA: Office of Personal Service Contract Review</p> <p>Mississippi Management and Reporting System</p>	<p>Statewide Contract Item Catalog</p> <p>MS.Gov Help Portal</p>
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RECEIPT OF PROPOSALS OR QUALIFICATIONS

*Proof of date and time all proposals or qualifications were received;
written determination regarding consideration of late proposals or
qualifications (if applicable)*

Edit RFX Response: 600017752

Read Only | Print Preview | Check | Intent to Award | Close | Accept | Reject | Save | Export

Number 600017752 RFX Name 1201-26-R-RFPR-00001-V02 Status Submitted Bidder MARIS WEST & BAKER INC Target Value 0.00 USD RFX Number 3120093280

Rfx Information | Items | Notes and Attachments | Conditions | Approval | Tracking
 General Data | Notes and Attachments | Questions

Basic Data

Bidder Contact Information
 Supplier Name: MARIS WEST & BAKER INC
 Contact Person Name: MARIS WEST & BAKER INC MARIS WEST & BAKER INC
 E-Mail: peter.marks@mwb.com
 Fax:
 Phone: 601-977-9200

RFX Response Information
 Last Changed On: 01/09/2026 15:13:44 CST
 Last Changed By: John Sykes
 Creation Date: 01/09/2026 12:23:45 CST
 Created By: MARIS WEST & BAKER INC MARIS WEST & BAKER INC

Event Parameters
 Process Type: QUOT
 Validity Period:
 Currency: United States Dollar
 Detailed Price Information: Simple Price
 Follow-On Document: Contract
 Target Value of RFX in Original Currency: 0.00 USD
 Target Value of RFX in Selected Currency: 0.00 USD
 Target Value of RFX Response: 0.00 USD
 Net Value of Header Items: 0.00 USD

Pricing Arrangement
 Pricing Arrangement:
 Ceiling Amount:

Status and Statistics
 Created On: 01/09/2026 12:23:45 CST
 Created By: MARIS WEST & BAKER INC MARIS WEST & BAKER INC
 Last Processed On: 01/09/2026 15:13:44 CST
 Last Processed By: John Sykes

Organization
 Responsible Purchasing Organization: O 10000001 State of Mississippi - Purchasing
 Responsible Purchasing Group: O 10000091 1201 GEN PURCH

Partners and Delivery Information
 Details | Send E-Mail | Call | Clear

Function	Number	Name	Phone Number
Contact Person	60304	MARIS WEST & BAKER INC MARIS WEST & BAKER INC	601-977-9200
Bidder	3100019988	MARIS WEST & BAKER INC	601-977-9200
Location	22	MS DEPT OF EDUCATION	

Edit RFX Response: 600017744

Read Only | Print Preview | Check | Intent to Award | Close | Accept | Reject | Save | Export

Number 600017744 RFX Name 1201-26-R-RFPR-00001-V02 Status Submitted Bidder FOCUS GROUP INC Target Value 0.00 USD RFX Number 3120093299

Rfx Information | Items | Notes and Attachments | Conditions | Approval | Tracking
 General Data | Notes and Attachments | Questions

Basic Data

Bidder Contact Information
 Supplier Name: FOCUS GROUP INC
 Contact Person Name: FOCUS GROUP INC FOCUS GROUP INC
 E-Mail: atuchan@focusgroupms.com
 Fax:
 Phone:

RFX Response Information
 Last Changed On: 01/08/2026 13:39:54 CST
 Last Changed By: FOCUS GROUP INC FOCUS GROUP INC
 Creation Date: 01/08/2026 15:23:18 CST
 Created By: FOCUS GROUP INC FOCUS GROUP INC

Event Parameters
 Process Type: QUOT
 Validity Period:
 Currency: United States Dollar
 Detailed Price Information: Simple Price
 Follow-On Document: Contract
 Target Value of RFX in Original Currency: 0.00 USD
 Target Value of RFX in Selected Currency: 0.00 USD
 Target Value of RFX Response: 0.00 USD
 Net Value of Header Items: 0.00 USD

Pricing Arrangement
 Pricing Arrangement:
 Ceiling Amount:

Status and Statistics
 Created On: 01/08/2026 15:23:18 CST
 Created By: FOCUS GROUP INC FOCUS GROUP INC
 Last Processed On: 01/08/2026 13:39:54 CST
 Last Processed By: FOCUS GROUP INC FOCUS GROUP INC

Organization
 Responsible Purchasing Organization: O 10000001 State of Mississippi - Purchasing
 Responsible Purchasing Group: O 10000091 1201 GEN PURCH

Partners and Delivery Information
 Details | Send E-Mail | Call | Clear

Function	Number	Name	Phone Number
Contact Person	63751	FOCUS GROUP INC FOCUS GROUP INC	
Bidder	3100033331	FOCUS GROUP INC	228-832-3667
Location	22	MS DEPT OF EDUCATION	

Edit RFX Response: 600017751

Read Only | Print Preview | Check | Intent to Award | Close | Accept | Reject | Save | Export

Number 600017751 RFX Name 1201-26-R-RFPR-00001-V02 Status Submitted Bidder SV-ADM HOLDINGS LLC Target Value 0.00 USD RFX Number 3120093280

Rfx Information | Items | Notes and Attachments | Conditions | Approval | Tracking
 General Data | Notes and Attachments | Questions

Basic Data

Bidder Contact Information
 Supplier Name: SV-ADM HOLDINGS LLC
 Contact Person Name: Nick Guzzo
 E-Mail: nick.guzzo@allovermedia.com
 Fax:
 Phone: 6129642708

RFX Response Information
 Last Changed On: 01/09/2026 10:04:17 CST
 Last Changed By: Mr. Nick Guzzo
 Creation Date: 01/09/2026 09:58:10 CST
 Created By: Mr. Nick Guzzo

Event Parameters
 Process Type: QUOT
 Validity Period:
 Currency: United States Dollar
 Detailed Price Information: Simple Price
 Follow-On Document: Contract
 Target Value of RFX in Original Currency: 0.00 USD
 Target Value of RFX in Selected Currency: 0.00 USD
 Target Value of RFX Response: 48,200.00 USD
 Net Value of Header Items: 48,200.00 USD

Pricing Arrangement
 Pricing Arrangement:
 Ceiling Amount:

Status and Statistics
 Created On: 01/09/2026 09:58:10 CST
 Created By: Mr. Nick Guzzo
 Last Processed On: 01/09/2026 10:04:17 CST
 Last Processed By: Mr. Nick Guzzo

Organization
 Responsible Purchasing Organization: O 10000001 State of Mississippi - Purchasing
 Responsible Purchasing Group: O 10000091 1201 GEN PURCH

Partners and Delivery Information
 Details | Send E-Mail | Call | Clear

Function	Number	Name	Phone Number
Contact Person	192486	Nick Guzzo	6129642708
Bidder	3102124446	SV-ADM HOLDINGS LLC	7637622000
Location	22	MS DEPT OF EDUCATION	

PROPOSAL OR QUALIFICATION ACCEPTANCE

Documentation regarding the modification, withdrawal, or confirmation of proposals or qualifications and or any minor informalities waved by the Agency (if applicable)

ALL PROPOSALS OR QUALIFICATIONS RECEIVED

*Full copies of all proposals or qualifications submitted to OPSCR; redacted copies
posted on Agency website*

1. COVER PAGE – Qualification Cover Sheet (Appendix A)

Appendix A – Proposal Cover Sheet

Company/Name: Focus Group Inc. d/b/a The Focus Group
 Proposals must be submitted as directed in the *Proposal Submission Requirements* on or before the submission deadline specified in the solicitation.

Company Representative and Title	Allison Buchanan, Chief Executive Officer
Mailing Address	727 Howard Ave, Suite 401
City, State, Zip	Biloxi, MS 39630
Telephone:	(228) 325-2933
E-Mail Address:	ABuchanan@focusgroupms.com

Please identify the Office/Branch which will provide services for the MDE if different from above:

Contact Person and Title	
Telephone Number	
Email Address	
Physical Address	
City, State, Zip	
Mailing Address	
City, State, Zip	

1. Are you currently registered as a Supplier in MAGIC? YES NO
2. If known, what is your supplier number? VND003333101
3. Are you currently registered with PayMode? YES NO
4. Are you a minority owned company? YES NO

By signing below, the Company Representative certifies that he/she has authority to bind the company, and further acknowledges and certifies the statements below on behalf of the company:

- That the Offeror will perform the services required at the prices stated in their proposal.
- That the pricing submitted will remain firm for the contract term.
- That, to the best of its knowledge and belief, the cost or pricing data submitted is accurate, complete, and current as of the submission date.
- That the company is licensed or authorized to provide the proposed services in the State of Mississippi.
- The Offeror indicates and is in agreement with the Standard Terms and Conditions as set forth above. If the Offeror objects to any of the Standard Terms and Conditions, the objection may be considered as an adequate cause for rejection without further negotiations.
- The State of Mississippi utilizes the Mississippi Accountability System for Government Information and Collaboration (MAGIC) system to manage contracts. Additionally, electronic payments are issued through an electronic portal called *PayMode*. In order to do business with the State of Mississippi, all Suppliers must be registered with both systems. By submitting a proposal, the Offeror certifies it is registered with both systems and if not already registered, will do so within seven (7) business days of being notified by the MDE that it has been awarded a contract.

Authorized Signature: *Allison Buchanan* Date: 01/01/2026

2. COMPONENT 1 – MINIMUM QUALIFICATIONS

- a. **Tab 1 – Letter of Philosophy** shall encompass the potential vendor’s minimum qualifications as provided on page 7 and the business’ history and success for implementing these types of services. Any required information that is omitted and not addressed in the minimum qualifications section will disqualify submission and will not be considered for an award.

The Focus Group is guided by a core philosophy: leverage data to drive decisions, respect the lived experiences of Mississippians, and develop media strategies that deliver the three R’s—Reach, Relevance and measurable Results (ROI). Our collaboration with the Mississippi Department of Education on the 2019 and 2020 SFSP campaigns provided valuable insights into the organization’s marketing challenges and informed effective strategies for engaging target audiences. **You can find the results of these SFSP campaigns in the Component 3 - Other section of this proposal on page 23.**

Focused on your

R. O. 

Since then, our partnerships with state agencies have expanded, enabling us to deliver highly targeted campaigns that reach underserved communities and turn awareness into action. For the Mississippi Department of Education’s Summer Food Service Program (SFSP) 2026–2030, we will apply this proven approach to identify areas with the highest concentrations of eligible children and lowest participation rates, then implement outreach strategies to close that gap. Our methodology integrates county-level data, food access metrics and community insights to ensure media investments effectively reach families where they live, work, and seek information.

Our experience with the Mississippi State Department of Health (MDSH) demonstrates this capability. In response to the state’s ongoing public health emergency regarding infant mortality, The Focus Group is leading strategic marketing efforts to address contributing factors, such as poor nutrition during pregnancy and in early childhood. Our team conducted an in-depth review of Mississippi’s Food Environment Index to inform our messaging and pinpoint where nutrition service awareness is most needed.

Last year, when MSDH identified rising syphilis cases, we developed targeted campaigns in counties with the highest growth, delivering prevention guidance and encouraging testing. Similarly, during the 2020 state Census campaign, we designed outreach strategies for hard-to-reach populations with limited broadband and media access, many of whom overlap with low-participation SFSP communities.

For SFSP, The Focus Group will apply this proven analytical and execution framework to deliver a cost-efficient, data-driven media plan that:

- Identifies high-need, low-participation communities
- Prioritizes media investments for maximum reach and engagement
- Delivers clear, actionable messaging to drive awareness and enrollment in MDE’s summer meal programs (SUN Meals & SUN Meals To-Go)

Through strategic insight, multi-channel media expertise, and a commitment to measurable outcomes, The Focus Group will ensure every dollar invested generates maximum impact for Mississippi children and families.

View a snapshot of the results from the MSDH Syphilis and 2020 Census Campaigns on the next page.



MSDH SYPHILIS | PAID MEDIA CAMPAIGN OVERALL CAMPAIGN PERFORMANCE SUMMARY

MISSISSIPPI STATE DEPARTMENT OF HEALTH

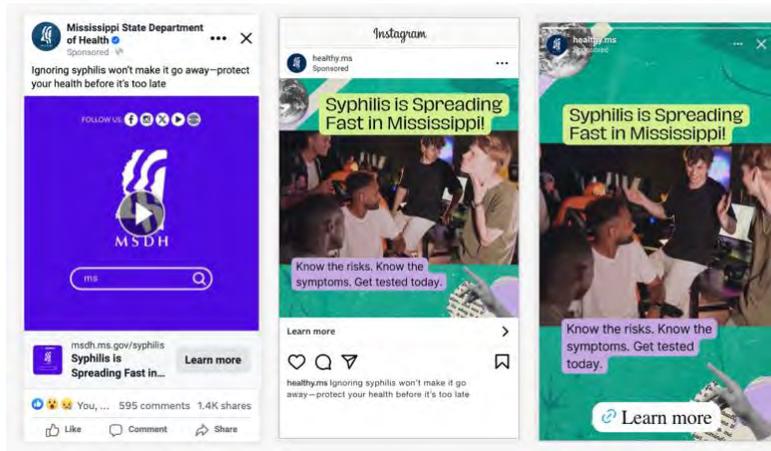
Campaign Timeline: February 1 – June 30, 2025
Media Spend: \$123,750

Platform	Impressions	Reach	Avg. Frequency	Engagements	Video Views / ThruPlays	Link Clicks	CTR	Avg. CPC / eCPV
Meta	5,188,404	1,998,503	5.0	1,039,933	4,066,846 / 281,291	55,488	2.61%	\$0.21
Snapchat	4,975,254	496,660	8.8	16,276	31,073 / 11,493 story opens	1,831	—	\$0.45 eCPV
TikTok	3,658,924	260,763	14	40,389	52,952	35,314	1.04%	\$0.74 CPC
Display	3,214,845	254,182	12.65	—	—	6,581	0.20%	—

Total Impressions (all platforms): ~17M+

Total Link Clicks: ~99K

A multi-platform mix ensured both a broad reach and message repetition across demographics. The video-centric strategy proved effective across Meta and TikTok, while Snapchat and display advertising helped reinforce visibility.



“It’s Spreading” – Top Performing Ad



CENSUS CAMPAIGN RESULTS (February – July, 2020)

- Achieved a 57.3% self-response rate in the first 6 months of the campaign, helping to drive 830,000 Mississippians to complete their census questionnaire.
- Drove over 62,000 users to the brand-new Mscensus2020.org website we created, which received 134,044 page views between late February 2020 and July 23, 2020.
- Google Ads resulted in 14,428 clicks to the MS Census website and 446 phone calls with a click-through of 3.75%, above the Google AdWords average of 3.17%.
- Reached 109,124 people on YouTube.
- Served 600k Spotify ads with a 91.52% completion rate.
- Conducted 28 social media campaigns, comprising 63 ad sets, that **served over 6M impressions**.
- Created a new Facebook page for the MS Census that acquired 2,419 likes in 6 months.
- Accumulated over six million impressions with a cost per click of \$0.12 (vs industry average \$1.72.)

1. The following minimum qualifications are mandatory. If, in the opinion of the MDE, the Offeror fails to prove that the proposing company meets any of these minimum qualifications, the proposal will be disqualified from further evaluation. It is the responsibility of the Offeror to submit a complete proposal on or before the submission deadline.
2. The Offeror must provide:
 - a. Evidence and proof that the vendor is in good standing with Mississippi Code Annotated § 79-4-15.01 regarding authorization to [transact business](#) in Mississippi.

Please see **page 25** for our Certificate of Good Standing as a Mississippi Corporation from the Mississippi Secretary of State's office.

- b. The age of the Offeror's business and average number of employees for the past two **(2) years**.

The Focus Group has been in operation for more than 17 years, with an average of 15 employees on staff during the past two (2) years.

- c. Offerors must list their principals, parent organizations, and subsidiary organizations in their proposal or qualification. Principals shall include founder, investors, owner, co-owners, CEO, Chief, and all executive level employees.

Principal Officers & Other Owners:

Allison Buchanan, CEO
727 Howard Ave, Suite 401
Biloxi, MS 39530
228-325-2930
Cell: 228-596-3192

H. Ted Cain, President
11545 Old Hwy 49
Gulfport, MS 39503
228-832-4220

Official Point of Contact:

Allison Buchanan, CEO
727 Howard Ave, Suite 401
Biloxi, MS 39530
228-325-2930
Cell: 228-596-3192

- d. The abilities, qualifications, and experiences of all persons who would be assigned to provide required services.

Resumes for all personnel assigned to provide services for MDE can be found on starting on **page 14**.

- e. The required references as noted in Section 4 – References

Client references can be found starting on **page 21**.

- f. The Offeror must provide a detailed plan describing how the scope of services will be planned, implemented, achieved, and the reports provided that will give the MDE the support and results required to verify services were accomplished and complete.

Please see **page 7** for The Focus Group’s detailed plan.

3. The Vendor shall provide all services directly related to this contract from an office(s) located within the United States. Please indicate all locations in or outside the State of Mississippi in which you propose to provide the services described in this solicitation.

Focus Group, Inc., d/b/a The Focus Group, will provide all services directly related to this contract from the office listed below in Mississippi, USA.

Physical Location & Mailing Address:

The Focus Group
727 Howard Ave, Suite 401
Biloxi, MS 39530

Place of Incorporation: Mississippi (incorporated in 2008)

4. Include in your responses the total number of years in business and the company’s experience related to the scope of work.

Experience & Prerequisites (2.2)

The Focus Group is a full-service marketing, advertising, creative, media, public relations, and web development firm with 17 years in business. Our multidisciplinary team brings more than 200 years of combined professional experience across all areas outlined in this RFP’s scope of work, including technology-driven media planning and reporting, large-scale public awareness initiatives, and integrated traditional and digital communications.

Our experience directly relevant to this opportunity with MDE includes strategic media planning and execution, statewide (Mississippi) awareness campaigns that reach diverse and multicultural populations, creative development and production, paid media buying and management, social media channel management with an audience-appropriate tone and messaging, community outreach, performance measurement, and post-campaign reporting. We routinely support public-sector clients with time-sensitive, budget-conscious campaigns designed to reach underserved communities across Mississippi.

The Focus Group also has direct, program-specific experience with the Summer Food Service Program, having been awarded and successfully executed the Mississippi Department of Education SFSP Media Campaign contracts in 2019 and 2020. This work provided in-depth knowledge of SFSP goals, USDA compliance requirements, geographic targeting considerations, and effective messaging strategies, as well as hands-on experience using established brand identities and industry-standard design programs to produce accessible, visually compelling campaign materials.

This combination of longstanding agency experience, technical and creative expertise, integrated communication capabilities, and prior SFSP program knowledge uniquely positions The Focus Group to deliver the services required under this scope of work efficiently and effectively.

5. If federal funds are allocated for payment, Offeror must verify its business is not debarred.

The Focus Group hereby verifies that it is not barred from using federal funding dollars.

6. Awarded vendor must agree to secure a performance bond for 100% of the awarded annual contract amount. The original performance bond is due within ten (10) days of execution of the contract and prior to commencement of services. For multi-year awards, *a performance bond is due to the program office contact each year prior to the commencement of services*. The performance bond shall not be waived or negotiated.

The Focus Group agrees to secure a performance bond for 100% of the awarded annual contract amount within 10 days of contract execution and before the commencement of services. The Focus Group agrees to maintain this performance bond throughout and prior to each year of the 5-year contract.

3. COMPONENT 2 – PLAN OF ACTION

Tab 1 – Production/Detailed Service Plan shall provide clear and concise plan of action to encompass the implementation, deliverables, and expected outcomes/results to achieve the scope of work.

PRELIMINARY MEDIA STRATEGY & COVERAGE PLAN

Submitted by: The Focus Group

Media Spend: \$40,000

Plan & Placements to be submitted by: May 1, 2026

Flight Dates: May 25 – June 30, 2026

This plan represents a preliminary strategy and can be refined based on additional MDE data, creative direction, and final budget allocations.

1. CAMPAIGN OBJECTIVE

The primary objective of this media campaign is to **increase awareness and utilization of Summer Food Service Program (SFSP) feeding sites** across Mississippi, with a focus on counties that have:

- The highest concentrations of eligible children, and
- The lowest current enrollment and participation rates.

The campaign will ensure parents, guardians, and summer program leaders understand:

- Free meals are available to children and teens during the summer months
- No application or income verification is required at many sites
- Where, when, and how to access nearby SFSP locations
- Summer Meals Text Service: 914-342-7744

2. TARGET AUDIENCE

Primary Audiences

- Parents of school-age children (ages 5–18)
- Guardians and caregivers of school-age children

Secondary Audiences

- Summer programs and childcare providers
- Faith-based and community organizations serving families
- Households with school-age children, including multigenerational households

3. PRIORITY GEOGRAPHIC FOCUS

Within this statewide campaign, The Focus Group will prioritize:

- Areas with historically lower program enrollment
- Rural and high-need counties
- Communities with limited broadband access

Media saturation will be concentrated in counties within the following regions, based on SFSP eligibility and participation data provided by MDE:

NORTH MISSISSIPPI

Counties with the lowest (<15%) utilization rates:

- Yalobusha (2%), Monroe (3%), Union (4%), Panola (4%), Chickasaw (7%), Montgomery (8%), Marshall (10%), Lee (13%), Coahoma (14%), Lafayette (14%), Alcorn (15%)

Unknown or 0%:

- Benton, Calhoun, Choctaw, Clay, Grenada, Itawamba, Pontotoc, Prentiss, Tippah, Tishomingo, Quitman, Tate, Webster

CENTRAL MISSISSIPPI

Counties with the lowest (<15%) utilization rates:

- Rankin (4%), Scott (6%), Holmes (10%), Leake (15%), Winston (15%)

Unknown or 0%:

- Attala

SOUTH MISSISSIPPI

Counties with the lowest (<15%) utilization rates:

- Copiah (10%), Hancock (10%), Marion (10%), Pearl (10%), Pike (10%), Jones (12%), Wilkinson (12%), Covington (13%), Walthall (13%), Lincoln (15%)

Unknown or 0%:

- George, Green, Lamar, Perry, Simpson

4. MEDIA STRATEGY OVERVIEW

Given the short, high-impact flight window, this plan emphasizes high-reach, high-frequency media that perform well in rural and mixed-media markets. The strategy blends traditional and digital channels to ensure broad statewide coverage while maintaining targeted delivery in priority counties.

Based on our experience, the information provided in the RFP, and initial research, we suggest that the following media outlets, target areas and audiences be utilized throughout Mississippi.

MEDIA OUTLETS	TARGET AREAS	TARGET AUDIENCES
a. Digital + Paid Social b. Radio/Streaming Audio c. Billboards (Digital) d. TV/Earned Media (PSAs)	- Entire State of Mississippi - Counties with the highest eligible children and lowest percentage of enrollment. *Saturation/Priority based on Counties highlighted the darkest shades of orange on the Appendix J Map with the lowest percentage of program utilization calculated from Appendix K.	- Parents, Guardians and Caregivers of School-Age Children - Households with School-Age Children - Summer Programs for Children

Key Strategy Principles

- Meet families where they are: radio, mobile devices, and high-traffic community corridors
- Reinforce messaging across multiple touchpoints
- Drive clear calls-to-action: *Find a summer meal site near you*

5. RECOMMENDED MEDIA MIX

A. PAID DIGITAL & SOCIAL MEDIA ADVERTISING

Role: Targeted reinforcement and actionable information

Estimated Budget Allocation: ~\$20,000

Rationale: Digital and social media allow precise geographic and interest targeting, ensuring messaging reaches households with school-age children and caregivers who are eligible and in need of summer resources.

Implementation:

- Paid static graphics and video ads (multi-sized and durations) on Meta – Facebook/Instagram
- Digital Display Banners and YouTube Pre-roll videos across the Google Network
- Geo-fenced targeting in priority counties
- Mobile-first creative with site locator and MDE SFSP resources

Coverage & Saturation:

- Targeted reach to parents and guardians of school-age children
- An estimated **300,000–400,000 impressions**
- Increase frequency in the final 2–3 weeks of the campaign

B. LOCAL & REGIONAL RADIO + STREAMING AUDIO

Role: Mass awareness (Primary Reach Driver), frequency, and trust-building

Estimated Budget Allocation: ~\$10,000

Rationale: Traditional radio remains effective for reaching parents and caregivers in Mississippi, especially in rural areas and the Delta during commute and daytime hours. We recommend adding streaming placements, such as iHeart and Spotify, to increase saturation in the identified low-utilization areas and also to reach statewide prospects for the summer food program. The campaign will include 15- and 30-second USDA audio ads focused on summer meal locations.

Implementation:

- :15–30-second SFSP radio spots
- Heavy rotation during morning and afternoon drive times
- Placements on stations with strong family, gospel, country, and urban adult listenership.

Coverage & Saturation:

- Prioritize radio coverage in the counties with low-utilization
- An estimated **70–80% reach** among adults 25–54 in priority counties
- Average **5–7 frequency** over the flight period

Below is a summary of the stations we recommend traditional radio placements in priority areas/counties with low summer food program utilization based on our success with the MS Summer Food Campaigns in 2019 and 2020.

STATION	FORMAT	COUNTIES REACH
WNSL	Top 40	Laurel-Hattiesburg DMA, Simpson, Jones, Wayne, Marion,
WZLD	Hip Hop, R&B	Lamar, Stone, Jones, Lincoln
WJMI	Mainstream Urban	Jackson DMA, Sharkey, Yazoo, Hinds, Simpson, Leake, Neshoba, Rankin, Smith, Winston, Lauderdale
WMSI	Country	
WHLH	Christian/Gospel	
WESE	Hip Hop, R&B	Tupelo DMA, Lee, Pontotoc, Union, Tippah, Lafayette, Monroe, Webster, Chickasaw, Calhoon, Itawamba, Yalobusha, Grenada
WWKZ	Top 40	
WWZD	Country	
I-Heart Streaming Audio	Multi-genre	Hancock, Marshall, Tate, Coahoma, Panola, Yalobusha, Tallahatchie, Sunflower, Bolivia, Washington, Leflore, Sharkey, Yazoo, Madison, Hinds, Rankin, Smith, Lauderdale, Leake, Neshoba, Winston, Noxubee, Oktibbeha, Smith, Jones, Pike, Lamar, Lincoln, Wilkinson, Wayne

C. DIGITAL BILLBOARDS / MOBILE OUTDOOR (HIGH-VISIBILITY SUPPORT)

Role: Community-level awareness and reminder messaging

Estimated Budget Allocation: ~\$10,000

Rationale: Outdoor advertising reinforces awareness in high-traffic areas where families live, work, and travel—particularly effective in regions with limited digital access.

Implementation (as budget allows):

- Digital billboards along major corridors near priority communities
- Short, simple messaging: *Free Summer Meals for Kids – Find a Site Near You*

Coverage & Saturation:

- Select placements in the Northwest (the Delta), Northeast, Southwest and Southeast regions
- High daily impression volume with consistent exposure

D. EARNED MEDIA OUTREACH & COORDINATION

Although earned media is not required at this stage of the proposal process, we still wanted to note that we are already considering how to leverage local news outlets to secure free coverage for the MDE Summer Meals Program. Below is a summary of the stations we may contact.

REGION	DMA	STATIONS
Northeast MS	Tupelo	WMAB-TV-PBS, WMAE-TV-PBS, WCBI-TV-CBS, Fox, MyNetworkTV, WTVA-NBC, ABC, WLOV-TV-The CW, WEPH-CTN
Northwest MS	Greenwood	WABG-TV-ABC, Fox, WFXW-TCT, WMAO-TV-PBS
Central MS	Jackson	WLBT-NBC, WJTV-CBS, The CW, WAPT-ABC, WMAU-TV-PBS, WDBD-FOX WDAM-TV-NBC, ABC, WHLT-CBS, The CW
SW. Central MS	Hattiesburg-Laurel	
South MS	Biloxi-Gulfport	WLOX-ABC, CBS, WXXV-TV-Fox, NBC, The CW, WMAH-TV-PBS

6. FLIGHTING & TIMING STRATEGY

- **May 25 – June 7:** Awareness launch
 - Heavy radio and digital introduction
 - Educate families before school ends
- **June 8 – June 30:** Sustain & reinforce
 - Increased digital and mobile frequency
 - Reinforce urgency and site access as summer progresses

7. MEASUREMENT & OPTIMIZATION

The Focus Group will monitor performance throughout the campaign and optimize placements as needed.

Key Metrics Include:

- Reach and frequency by region and tactics, such as geofencing
- Impressions and engagement (digital)
- Clicks to SFSP site locator or MDE resources
- Cost efficiency by channel

Our team is prepared to provide analytical reports to MDE at any time throughout the campaign and, upon request, to receive access to The Focus Group’s interactive analytics dashboards (example below), which are updated in real time.



8. EXPECTED OUTCOMES & RESULTS

Through this integrated media approach, The Focus Group anticipates the following outcomes:

- High statewide awareness of SFSP availability during the summer months
- Strong reach and frequency among parents/guardians of school-age children in priority counties
- Increased awareness of the availability of free summer meals at more than 750 sites
- Improved visibility of SFSP in historically underserved and rural communities
- Actionable insights for MDE to inform future SFSP outreach efforts

Estimated Performance Benchmarks:

- 1.5-2 million total impressions statewide
- 70%+ reach among adults 25-54 in priority counties
- Strong cost efficiency within the \$40,000 budget

9. PLAN TO ACHIEVE SCOPE OF SERVICES

A. Media Coverage of USDA SFSP

The Focus Group will plan, execute, and manage paid media coverage promoting the USDA Summer Food Service Program (SFSP), ensuring all messaging aligns with federal and state guidelines and highlights free, accessible summer meals for children through age 18.

B. Dedicated Contract Account Representative

A designated Account Representative will serve as the primary point of contact and work directly with the MDE Representative to:

- Coordinate timelines and approvals
- Facilitate weekly check-ins as needed
- Ensure compliance with MDE and USDA requirements

C. Use of USDA SFSP Marketing Resources

When practicable, The Focus Group will incorporate existing USDA SFSP creative assets, messaging frameworks, and visual resources to maximize efficiency, consistency, and cost-effectiveness.

10. SCOPE OF SERVICES DELIVERABLES + TIMELINE

A. Media Planning Strategy & Execution (Due by May 15)

- Comprehensive statewide media strategy aligned to SFSP goals
- Channel selection, audience targeting, and regional prioritization
- Execution plan detailing timing, reach, and frequency

B. Statewide SFSP Awareness Campaign (May 25 – June 30)

- Publicize more than 750 SFSP feeding sites statewide
- Ensure messaging reaches multicultural audiences and households with children through age 18
- Reinforce that meals are free and available when school is out for summer

C. Preliminary Media Coverage Plan (Due by May 15)

- Media mix including a minimum of two channels (e.g., radio, digital/social, mobile, digital billboards)
- Budget allocation by channel
- Geographic coverage by region and county

D. Data Review & Target Area Analysis (Due by May 15)

- Review Appendix J (2024 NSLP data) and Appendix K (2025 SFSP Data Sheet)
- Identify counties with high eligibility and low SFSP participation
- Refine media targeting to prioritize highest-need areas

E. Media Locations & Saturation Planning (Due by May 15)

- Determine placement locations by region
- Establish reach and frequency goals by channel
- Align saturation levels to maximize awareness during the limited campaign window

F. Media Placement & Securing Coverage (Due by May 15)

- Negotiate and secure all media buys as approved by MDE
- Confirm flight dates, creative specifications, and delivery schedules

G. Performance Measurement & Reporting (Due by September 1)

- Post-campaign performance report including:
 - Impressions delivered
 - Clicks and engagement (digital/social)
 - Geofence activity (if applicable)
 - Reach and frequency by region
- Summary of optimizations and learnings

H. Staff vs. Media Buy Cost Ratio (Due by May 15)

- Detailed breakdown of:
 - Staff services and management fees
 - Paid media investment
- Transparent documentation ensuring efficient use of funds

PROJECT BUDGET (2.4 Price)

Because of the scope of this project, **we believe it should be possible for different Offerors to arrive at vastly differing estimates of resources required. It is anticipated that this shall allow the Offeror to explain exactly what the State shall receive for this amount of funds and shall allow evaluators to determine the best proposals based upon the plan of action and the description of what the State shall receive in exchange for this amount.** Whereas MDE sets the price in this RFP; all Offerors shall be awarded the maximum amount of points available for Price.

Advertisement costs will be billed to the contractor. **The offeror will charge a fixed fee for staff services related to planning and executing the media strategy. The total budget for the advertisement costs and staff services shall not exceed \$48,000.00 per year.**

The detailed budget summary below includes all requirements of your RFP and is based on 1) the not-to-exceed budget of \$48,000, 2) the Focus Group's recommended breakdown based on our experience, combined with what we know through reading the RFP, questions, and doing our own research. 3) The Focus Group understands that the cost data is binding but is subject to negotiation and adjustment if chosen as a finalist, as needed. Our aim is to achieve the greatest possible Return on Investment for your dollars and to meet all of your outlined goals for the media campaign. 4) The Focus Group will seek to utilize and maximize any and all free USDA marketing resources when practical. 5) The budget accounts for all costs for services, expenses, and products specified in the Mississippi Department of Education's media campaign RFP. 6) The Focus Group certifies that it has the financial health and stability to make large media buys on behalf of the Mississippi Department of Education, with payment due 30 days after invoicing at the end of each month. The Focus Group also vows to implement best-practice fraud protection.

As fellow Mississippians working toward the greater good of our state, The Focus Group has offered our Staff Services fees at a 20% discount from our standard rate to the MDE.

PROPOSED 2026 SUMMER FOOD PROGRAM CAMPAIGN OVERVIEW	
Total Media	\$40,000 (84%)
Total Staff Fees	\$7,500 (16%)
Total Budget	\$47,500 (100%)
Est. Total # of Impressions Served	Over 2 million impressions

**Should additional funds be available, we can scale up impressions accordingly.*
See Appendix L on page 40 for Cost Data/Budget over the five-year contract.

4. COMPONENT 2 – ADMINISTRATION/REFERENCES

a. Tab 1 – Resume(s) for Key Personnel must include qualifications and experiences for all key personnel assigned to this project.

Our full team includes 15 skilled, full-time professionals dedicated to serving our clients and their goals. Seven of those employees will be assigned Major Roles in providing services to MDE. Each of their qualifications and experiences related to this project is listed below.



ALLISON BUCHANAN

CHIEF EXECUTIVE OFFICER

MAJOR ROLES FOR MDE: Strategic & Financial Oversight, Creative Vision

EDUCATION

Bachelor of Arts in Journalism, cum laude, University of Mississippi
Minors in Art and University Scholars; Hall of Fame

AREAS OF EXPERTISE

- Vision & Leadership
- Strategic Planning & Execution
- Marketing & Media Communications
- Creative Direction & Design
- Media Management & Planning
- Research & Data Analytics

EXPERIENCE

Allison Buchanan serves as CEO of The Focus Group, providing strategic leadership, creative vision, and financial oversight for all Mississippi Department of Education initiatives. She works closely with the designated account manager to ensure MDE campaigns are executed efficiently, effectively, and with measurable impact—delivering education-focused messaging to K-12 students, families, and educators across urban and rural communities.

With more than 35 years of experience in marketing, public relations, media, and communications, Allison brings extensive expertise in campaign strategy, integrated marketing, and media optimization. She has led and grown The Focus Group since 2011, directing company strategy, client leadership, and new business development while remaining actively engaged in campaign design and execution for clients in state agencies, tourism, hospitality, banking, and national associations. Her leadership emphasizes maximizing the return on every marketing dollar while fostering a culture of accountability, creativity, and results-driven execution.

Prior to leading The Focus Group, Allison served as CEO of New Media Lab in Oxford, Mississippi, where she oversaw branding, mission development, and digital strategy for clients including the National Graphene Association. She also founded and operated a successful marketing communications firm in Biloxi, served as an adjunct professor in the University of Mississippi's Integrated Marketing Communications program, and contributed eight years of service on the Biloxi School Board. Allison's early career includes leadership roles in marketing and product management for Fortune 500 company Ecolab, Inc., managing a \$110 million product portfolio, and positions at Berkshire Corporation, where she advanced from sales to national marketing leadership. Across every role, Allison has combined strategic insight, creative vision, and operational discipline to deliver measurable impact—expertise she brings to guiding MDE's media, marketing and creative initiatives.



SARAH DUFFEY

DIRECTOR, MARKETING & STRATEGY

MAJOR ROLE FOR MDE: Designated Account Manager

EDUCATION

Master of Business Administration, Louisiana State University
Bachelor of Arts & Science in Journalism, The University of Missouri

AREAS OF EXPERTISE

- Strategic Planning & Execution
- Marketing, Corporate & Agency Communications
- Community Outreach & Media Relations
- Creative Direction & Content Development
- Media Management & Planning
- Research & Data Analytics

EXPERIENCE

Sarah Duffey serves as the designated account manager for the Mississippi Department of Education, providing strategic leadership and full-service oversight across all aspects of media, marketing, and creative execution. She ensures that MDE campaigns are delivered seamlessly, on time, on budget, and with measurable impact, reaching K-12 students, families, and educators statewide—including rural and underserved communities.

Since joining The Focus Group in 2022, Sarah has led and grown major client accounts, including the Mississippi State Department of Health, managing integrated marketing initiatives spanning strategy, creative development, public relations, and digital engagement. She works closely with cross-functional teams to develop on-brand, high-quality marketing solutions while overseeing budgets, timelines, and deliverables. Sarah continuously monitors campaign performance, analyzes trends, and implements data-driven strategies to optimize outcomes and enhance program reach and visibility.

A journalist-turned-marketer, Sarah brings 13 years of communications and media experience to every engagement. She previously served as Director of PR and Social Media at The Focus Group and, before that, built and led Singing River Health System's first in-house marketing and media relations team. In that role, she guided communications through a historic financial and cultural turnaround and, as Media Relations Director during the COVID-19 pandemic, led efforts that increased transparency and earned national coverage from outlets including The New York Times, CNN, NBC, CNBC, and Good Morning America.

Sarah's background in journalism and storytelling informs her strategic approach, ensuring campaigns are authentic, engaging, and purpose-driven. She holds a degree from the Missouri School of Journalism, won Best Franchise Reporting from the Mississippi Associated Press in 2015, and has been recognized as one of Gulf Coast Woman Magazine's 100 Successful Women to Know (2023). She is also a graduate of Leadership Jackson County, Class of 2020.



JASON PORTER

DIRECTOR OF CREATIVE & WEB

MAJOR ROLE FOR MDE: Creative & Web Development Lead

EDUCATION

Bachelor of Fine Arts with Emphasis in Graphic Design, William Carey College

AREAS OF EXPERTISE

- Creative Direction & Strategy
- Web Development
- Graphic Design
- Digital Media Management & Planning
- Strategic Marketing Communications
- Research & Data Analytics
- Telecommunications & Email Marketing

EXPERIENCE

Jason Porter serves as the creative and web development lead for the Mississippi Department of Education, overseeing all digital and creative services, including website design, user experience, and digital campaign assets. He ensures that MDE messaging is visually compelling, accessible, and optimized to engage K-12 students, families, and educators.

With 25 years of experience in creative strategy, digital design, and web development, Jason combines technical mastery with strategic insight to deliver effective, user-focused solutions that elevate brand visibility and drive results. He specializes in designing digital platforms and assets that translate complex messaging into clear, actionable, and audience-appropriate content.

Before joining The Focus Group, Jason partnered with a broad range of organizations—including MasterCard, Bank of America, the City of Biloxi, The Dixie Group, Isle of Capri Casinos, and the Mississippi Band of Choctaw Indians—developing websites, email campaigns, digital banners, interactive kiosks, and other digital touchpoints. He also led creative and digital marketing initiatives in the manufacturing and nonprofit sectors, applying B2B and B2C strategies across multiple channels.

Notable projects include building and maintaining the City of Biloxi website, directing its digital marketing initiatives, and managing email campaigns that increased engagement and informed residents. Jason also led digital promotions for the B.B. King 80th Birthday Benefit Concert in Indianola, Mississippi, and collaborated on statewide initiatives, including Alabama First, to support small businesses. His work demonstrates a consistent focus on audience engagement, accessibility, and measurable results.



TAMI BLACKWELL

GENERAL MANAGER Intrinsic Media – Sister Company for Media Buying Services

MAJOR ROLE FOR MDE: Account & Project Management, Quality Control & Assurance, Advertising Coordination & Negotiating

EDUCATION

Bachelor of Science Degree in Biology, Centenary College of Louisiana
Associate Degree in Nursing, Northwestern State University

AREAS OF EXPERTISE

- Client & Business Relations
- Brand & Account Management
- Traffic & Production Management
- Advertising Coordination & Negotiating
- Strategic Marketing Communications

EXPERIENCE

As General Manager overseeing media buying and placement, Tami Blackwell provides senior leadership and strategic oversight for all paid media efforts supporting the Mississippi Department of Education. She provides senior leadership across traditional and digital media channels, guiding strategy, negotiations, and partner relationships to ensure media investments efficiently reach target audiences, particularly in rural and underserved communities across Mississippi.

With more than fifteen years of experience in sales leadership and marketing, and a clinical background as a Registered Nurse, Tami brings a unique, audience-centered perspective to public-sector communications. Her career includes directing multi-market marketing efforts, managing high-performing teams, and leading integrated campaigns across radio, television, print, and out-of-home media. Tami's leadership ensures that media strategies are grounded in trust, community relevance and fiscal stewardship.

In her role, Tami partners closely with Senior Media Strategist Lauren Jordan and Paid Media Specialist Nicole Summersell to set strategic direction while overseeing execution, performance optimization, and value-added negotiations. Her deep relationships with media partners and commitment to community engagement strengthen MDE's ability to deliver timely, relevant education messaging to families statewide.



LAUREN JORDAN

SR. MEDIA STRATEGIST Intrinsic Media – Sister Company for Media Buying Services

MAJOR ROLE FOR MDE: Media Planning & Placement, Campaign Optimizations & Data Analysis

EDUCATION

Bachelor of Arts in Communication in Information Sciences with Emphasis in Public Relations, University of Alabama

AREAS OF EXPERTISE

- Brand & Account Management
- Digital & Traditional Media Planning
- Strategic Media Placement
- Programmatic Advertising
- Paid Social Media Marketing
- Research & Data Analysis

EXPERIENCE

Lauren will lead day-to-day media buying strategy and execution for the Mississippi Department of Education, developing and placing high-impact media plans across digital and traditional channels to reach K-12 students, families, and educators throughout the state with particular attention to rural and hard-to-reach communities. She will work closely with Tami Blackwell and Sarah Duffey to maximize return on investment and ensure media strategies directly support MDE's program goals.

With six years of experience in digital and traditional media planning, Lauren brings a data-driven, audience-first approach to campaign execution. She specializes in channel selection, audience targeting, and performance optimization across OTT/CTV, digital display and video, paid social, search engine marketing (SEM), email, and traditional media. Lauren translates strategy into action, using insights and analytics to align messaging with media placement and regularly reports performance insights to optimize campaigns in real time.

Lauren has supported successful statewide public-sector campaigns for clients including the Mississippi Department of Health, the Mississippi Department of Mental Health, the Mississippi Department of Wildlife, Fisheries, and Parks, and an array of tourism clients. She is known for her strong relationships with media partners and her ability to secure additional value, optimize placements, and deliver measurable results, ensuring that critical messages reach Mississippians across urban and rural communities.



NICOLE SUMMERSELL

PAID MEDIA SPECIALIST

Intrinsic Media – Sister Company for Media Buying Services

MAJOR ROLE FOR MDE: Media Planning & Placement, Campaign Optimizations & Data Analysis

EDUCATION

B.S. in Business Administration *Cum Laude*, University of Southern Mississippi

CERTIFICATIONS

Amazon Digital Signal Processing Certification

Google Analytics Certification & Explore Search Ads Optimizations, Google Skillshop

Grow Your Business with Google Ads, Google Skillshop

AREAS OF EXPERTISE

- Digital & Performance Marketing
- Paid Search & E-commerce Advertising
- Campaign Optimization & Budget Management
- Data Analysis & Conversion Optimization
- Audience Targeting & Growth Strategy
- Google Ads, Meta Advertising, Amazon Advertising & Microsoft Ads

EXPERIENCE

Nicole Summersell supports the Mississippi Department of Education media team by executing and optimizing data-driven digital advertising strategies designed to deliver measurable results and strong return on investment. Working closely with Tami Blackwell and Lauren Jordan, Nicole focuses on performance accountability—ensuring digital media investments efficiently reach Mississippi’s K–12 families and caregivers, including those in rural and low-density markets.

Nicole specializes in performance-driven paid media, with deep expertise in paid search, social advertising, and conversion-focused campaign management. Her day-to-day responsibilities include audience and keyword targeting, bid and budget strategy, ongoing optimization, and performance analysis across platforms such as Google Ads and Meta. All decisions are guided by real-time data, measurable outcomes and continuous improvement.

Throughout her career, Nicole has managed full-funnel digital campaigns supporting both awareness and action-based objectives, including customer acquisition and revenue-focused initiatives. Her background in e-commerce and marketplace advertising provides a strong foundation in efficiency, scale, and optimization—skills she applies to public-sector campaigns to ensure responsible stewardship of MDE’s media dollars.

Known for her analytical mindset and attention to detail, Nicole plays a critical role in refining targeting, improving conversion efficiency, and translating performance insights into actionable optimizations. Her work strengthens the overall media strategy by ensuring digital campaigns complement traditional and OTT placements, delivering consistent, high-performing results across channels for Mississippi families.



MIKEL HENRY

BUSINESS & PROJECT MANAGER

MAJOR ROLE FOR MDE: Accounting, Budget Oversight & Financial Compliance

EDUCATION & EXPERIENCE

Mikel Henry provides financial management and budget oversight for the Mississippi Department of Education engagement, ensuring accurate accounting, transparent documentation, and strict adherence to approved budgets. She supports MDE's fiscal accountability requirements by overseeing invoicing, tracking expenditures, and coordinating financial processes across media, production, and vendor partners.

With more than 30 years of experience in accounting and business administration, Mikel brings deep expertise in accounts payable and receivable, payroll, general ledger bookkeeping, and budget management. Her work ensures that all project costs are accurately recorded, reviewed, and reconciled, supporting audit readiness and responsible stewardship of public funds.

In addition to financial oversight, Mikel plays a key role in project, traffic, and production management—coordinating timelines and deliverables from account strategy through creative development and final production. She manages production services for a wide range of marketing and communications materials, including print and collateral assets, ensuring projects are delivered on time, within scope, and within budget.

Mikel works closely with the media and account teams to verify vendor invoices, confirm placements and deliverables, and maintain clear financial records. Her attention to detail, process discipline, and operational leadership provides MDE with confidence that all expenditures are managed efficiently, in compliance, and aligned with program objectives.

4. COMPONENT 2 – ADMINISTRATION/REFERENCES

b. Tab 2 – References must meet the requirements as set forth in the References section. (See Section 4)

List up to a minimum of three (3) clients, including government clients, for whom your company has performed services similar to those requested in this solicitation.

Client Name	Greenwood Convention & Visitors Bureau (Experience Greenwood)
Contact Person, Title	Ashley Farmer, Executive Director
Location Address	225 Howard Street - P.O. Drawer 739 Greenwood, MS 38935
Email Address	ashley@visitgreenwood.com
Phone Number	Cell: (662) 374-6800 Office: (662) 453-9197
Type of work provided to the client	Full Service Marketing; Branding, Campaign Development, Website, Paid Advertising, Email Marketing, Social Media, Blog/Content Production, Event Planning, Public Relations
Contract Dates	2016 - Present

Client Name	Mississippi State Department of Health (MSDH)
Contact Person, Title	Jarred Couch, Public Relations and Communications Coordinator Office of Communications
Location Address	570 East Woodrow Wilson Drive Jackson, MS
Email Address	Jarred.Couch@msdh.ms.gov
Phone Number	Cell: (601) 559-6061 Office: (769) 275-0133
Type of work provided to the client	Full Service Marketing; Branding, Campaign Development, Website, Paid Advertising, Email Marketing, Social Media, Event Planning
Contract Dates	July 2024 - Present

Client Name	Mississippi Sound Coalition (MSSC)
Contact Person, Title	Gerald Blessey, Manager and General Counsel
Location Address	2577 Chatham Ct. Biloxi, MS 39531
Email Address	blesseylaw@me.com
Phone Number	Cell: (228) 806-4755 Office: (228) 806-4755
Type of work provided to the client	Full Service Marketing; Branding, Campaign Development, Website, Paid Advertising, Email Marketing, Social Media, Blog/Content Production, Event Planning, Public Relations, Community Outreach
Contract Dates	November 2023 - Present

Client Name	Harrison County Utility Authority (HCUA)
Contact Person, Title	John Wilson, Executive Director
Location Address	10271 Express Dr, Gulfport, MS 39503
Email Address	jwilson@hcua-ms.us alane@hcua-ms.us
Phone Number	Office: (228) 868-8752
Type of work provided to the client	Full Service Marketing; Branding, Campaign Development, Paid Advertising, Email Marketing, Social Media, Videography, Content Production, Public Relations, Community Outreach
Contract Dates	June 2016 - Present

Client Name	Stone County Economic Development Partnership (Explore Stone County & Stone County EDP)
Contact Person, Title	Layla Essary, Executive Director
Location Address	115 E Hatten Ave, Wiggins, MS 39577
Email Address	(601) 928-5418
Phone Number	layla@stonecounty.com
Type of work provided to the client	Full Service Marketing; Branding, Campaign Development, Website, Paid Advertising, Email Marketing, Social Media, Blog/Content Production, Event Planning, Public Relations
Contract Dates	February 2024 - Present

5. COMPONENT 3 – OTHER

a. **Tab 1** – Any additional relevant information pertaining to the services (not to exceed five (5) pages).

b.



MS DEPARTMENT OF EDUCATION SUMMER LUNCH PROGRAM

SITUATION

Media strategy planning and execution for the 2019 and 2020 USDA Summer Food Service Program. The program was publicized throughout the state of Mississippi to increase parents' and guardians' awareness of more than 750 feeding sites available for all children through age 18 when school is out for summer. A variety of media sources were utilized such as radio (traditional and digital) spots and mobile advertising on a limited budget.

OBJECTIVE

- Promote awareness of the Department of Education's Summer Food Service Program across the state of Mississippi, as over 750 sites are equipped to feed children (up to the age of 18) during the summer of 2019 and summer of 2020.

TACTICS

- Refreshed branding – there was no clear campaign brand to build upon when The Focus Group gained this account. We developed all-new branding and creative to utilize in the media campaign.
- Whole new campaign incorporating children of all school ages, to show that it wasn't just for primary-aged children.
- Social ad campaigns to include the most innovative ad types utilizing Facebook's ad creator tool for canvas, video, and carousel ads.
- Google AdWords and programmatic display campaign to drive traffic to landing pages and phone numbers.
- Audio spots highlighting all aspects of the summer lunch program.
- There was no following or maintenance of the program's Facebook page. The Focus Group grew the followers tremendously and answered all comments and messages regarding the program around the clock.
- Communication in both English and Spanish for all target audiences.
- In 2020 The Focus Group worked with the MDE team to adapt to the daily changes due to COVID. This also included responding to numerous social media inquiries about COVID site changes and procedures on behalf of the feeding sites.

AUDIENCE

- The entire state of Mississippi, in particular, the counties that house the 750 feeding sites
- Parents and guardians of school-aged children
- Summer programs directors of programs with school-aged children
- Focus on areas identified by the agency as primary target areas around summer lunch sites

- Underserved communities and caregivers in economic distress who cannot otherwise ensure meals for children during holiday breaks, the state of Mississippi is #1 in poverty and it's imperative that residents be made aware of free resources

RESULTS

- Over 1.4 million impressions were served (through display and video alone) throughout the duration of the campaign.
- An additional 868,632 impressions were served via Facebook and Instagram.

CREATIVE EXAMPLES

Billboards



Paid Social Ads

Summer Food Service Program Mississippi
Sponsored

This summer Mississippi kids and teens can eat nutritious meals at no cost!

The USDA's Summer Meals Program is open to all children 18 and younger in your area.

To find a location near you, text "summer meals" to 97779 or visit <https://www.fns.usda.gov/summerfoodrocks>.

FNS.USDA.GOV
No Cost Summer Meals
Find a location in your community. [Learn More](#)

Summer Food Service Program Mississippi
Sponsored

This summer Mississippi kids and teens can eat nutritious meals at no cost!

The USDA's Summer Meals Program is open to all children 18 and younger in your area.

To find a location near you, text "summer meals" to 97779 or visit <https://www.fns.usda.gov/summerfoodrocks>.

fns.usda.gov
No Cost Summer Meals
Find a location in your community. [LEARN MORE](#)

Digital Banners

Video/Pre-roll Ads



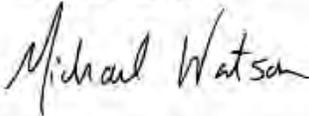
Mobile Banner Ads – Spanish



5. COMPONENT 3 – OTHER

- c. **Tab 2** – Signed Contingent Fee/MS Secretary of State Registration Verification/Acknowledgement of Amendments, if applicable, etc.

FOCUS GROUP INC. d/b/a The Focus Group–MS Secretary of State Registration

<p style="text-align: center;"> Michael Watson SECRETARY OF STATE</p> <p style="text-align: center;">Office of the Secretary of State Jackson, Mississippi</p> <p style="text-align: center;">Certificate of Good Standing</p> <p>I, MICHAEL WATSON, Secretary of State of the State of Mississippi, and as such, the legal custodian of the records as required by the laws of Mississippi, to be filed in my office, do hereby certify:</p> <p>That on the 15th day of August, 2008, the State of Mississippi issued a Charter/Certificate of Authority to:</p> <p>FOCUS GROUP, INC.</p> <p>That the state of incorporation is Mississippi.</p> <p>That the period of duration is perpetual.</p> <p>That according to the records of this office, Articles of Dissolution or a Certificate of Withdrawal have not been filed.</p> <p>That according to the records of this office, a current Annual Report has been delivered to the Office of the Secretary of State.</p> <p>I further certify that all fees, taxes and penalties owed to this state, as reflected in the records of the Secretary of State, have been paid and that the corporation is in existence or has authority to transact business in Mississippi.</p> <p>That insofar as the records of this office are concerned, the said FOCUS GROUP, INC. is in good standing at this time.</p> <p style="text-align: right;">Given under my hand and seal of office the 7th day of January, 2026</p> <p style="text-align: center;"></p> <p>Certificate Number: CN26229646 Verify this certificate online at http://corp.sos.ms.gov/corpcnv/verifycertificate.aspx</p>
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Appendix B – Standard Terms and Conditions

Focus Group, Inc. d/b/a The Focus Group (Offeror) agrees to be compliant with all standard terms and conditions outlined in Appendix B.

Appendix C – Exception to the Standard Terms and Conditions

Clause #	Page #	Exception Reason (Short description of exception made)	MDE Acceptance (Initial here if accepted)
N/A	N/A	N/A	

Appendix D – References

See references on **page 21**.



APPENDIX F
Acknowledgment of Amendments
Request for Proposals
Summer Food Service Program Media Campaign
Amendment Number One
December 23, 2025

The Office of Procurement, through this Amendment Number One, modifies the Request for Proposals for Summer Food Service Program Media Campaign, issued December 8, 2025.

The following section(s) are modified:

6.1 Questions and Answers

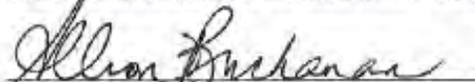
Questions must be submitted to ProcurementOnR@mdek12.org and must be received no later than **Friday, December 19, 2025 by 5:00 PM CST**, to ensure a response by the MDE. Responses to questions will be posted to the MDE website at <https://mdek12.org/procurement/rfp/> under "Public Notice" RFP/RFQ/RFA/Invitation to Bid section as an amendment to the solicitation on **Wednesday, December 24, 2025**. Questions received **after the deadline** shall not be considered. It is the Offeror's sole responsibility to regularly monitor the website for amendments and/or announcements concerning this solicitation.

13. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

By submitting a proposal, the offeror certifies that the prices submitted in response to the solicitation have been arrived at independently and without any consultation, communication, or agreement with any other offeror or competitor for the purpose of restricting competition.

Amendment Number One

NOTE: This amendment one is hereby made a part of the Mississippi Department of Education's Request for Proposal. The Vendor acknowledges receipt of said amendment and is made aware of the changes contained therein. By signing this form, the Offeror accepts the changes as part of the contract requirement.


Authorized Signature

01/01/2026
Date

Allison Buchanan
Printed Name

Summer Food Service Program Media Campaign RFP Amendment Number One



APPENDIX F
Acknowledgment of Amendments
Request for Proposals
Summer Food Service Program Media Campaign
Amendment Number Two
December 24, 2025

Questions and Answers

The Office of Procurement, through this **Amendment Number Two**, modifies the Request for Proposals for **Summer Food Service Program Media Campaign**, issued December 8, 2025, to include the questions and answers below.

Question #	Section #	Page #	Question (as submitted)	MDE Response
1	5	7	Is there a preference for a local vendor?	No, the vendor shall provide all services directly related to this contract from an office(s) located within the United States. Please indicate all locations in or outside the State of Mississippi in which you propose to provide the services described in this solicitation.
2			Is there an incumbent on this effort or similar efforts?	No.
3	2.4 and Appendix L	5 and 43	I see that the budget for advertising costs is \$48,000. Would you be able to clarify what the total budget is?	The total budget for the advertisement costs and staff services shall not exceed \$48,000.00 per year.
4	1.1 and 2.3	4 and 5	Who are the key targets for this initiative? Please share demographic information and any insights into psychographics.	Publicized throughout the state to increase parents' awareness of summer feeding sites. Targeting areas of the state with a high percentage of children eligible for free lunch during the school year and low participation in SFSP and the 2024 National School Lunch Program (NSLP) and the 2025 SFSP Data Sheet to review target areas (Appendix J and K), no later than May 15, 2026.

Summer Food Service Program Media Campaign RFP Amendment Number Two

5			How many years has this SFSP initiative been available in Mississippi?	8 years
6	1.1	4	How has the SFSP program been promoted in the past? a. What tactics were most effective? b. What tactics were least effective? c. Can you share your current marketing plan?	The campaign has been promoted through Facebook Ads, Spotify, radio, billboards, and YouTube. a. Billboards, Radio, and Facebook b. YouTube c. To solicit offers from qualified, experienced, responsible and financially sound Offerors to provide media strategy planning and execution of the Summer Food Service Program (SFSP) for Mississippi which will be publicized throughout the state to increase parents' awareness of summer feeding sites.
7	5	7	Have you worked with another marketing agency in the past to promote this or other OPH programs? a. If so, are you satisfied with your current agency and current marketing efforts? b. Who is your current agency? c. Is your current agency eligible to respond to this RFP? d. Would you hire your current agency again? Why? e. Why are you searching for a new agency? f. Do you prefer an in-state agency for this contract?	Yes. a. Not applicable. b. There is no current agency under contract to promote this campaign. c. Not applicable. d. Not applicable. e. To provide media strategy planning and execution of the Summer Food Service Program (SFSP) for Mississippi which will be publicized throughout the state to increase parents' awareness of summer feeding sites. f. No, the vendor shall provide all services directly related to this contract from an office(s) located within the United States. Please indicate all locations in or outside the State of Mississippi in which you propose to provide the services described in this solicitation.
8			Who is currently handling your social media?	There is no vendor handling the Mississippi Department of Education Office of Child Nutrition social media.
9			Who is currently handling your website?	The Mississippi Department of Education Office of Technology and Strategic Services handles the website.
10			How has utilization of this program been in past years?	It has been used to show where summer feeding sites are located.
11			How familiar are the key targets with this program already	This Summer Food Service Program has been offered in Mississippi for 33 years.

Summer Food Service Program Media Campaign RFP Amendment Number Two

12			What are the perceptions of this program among the key audiences?	I am not able to provide feedback on perceptions of the program.
13			What are the barriers to utilization among the key audiences?—Why might they NOT utilize these services?	Transportation could be a possible barrier.
14			Have there been any complaints or incidents surrounding past SFSP programs?	Yes. Complaints related to meals are not uncommon in Child Nutrition programs, including SFSP, and are addressed through routine monitoring and corrective action processes.
15			Are there any other programs offering similar services that might compete with the SFSP program? a. What promotional tactics of theirs might you be aware of?	It is unknown.
16	2.1	5	Do you want to use the existing creative materials available in the USDA SFSP Toolkit (https://www.fns.usda.gov/summer/toolkit) for your media promotions? Or is the preference to create something new, tailored for MS Dept of Education?	Utilize the free United States Department of Agriculture (USDA) SFSP marketing resources when practicable. Creating something new will need to be provided in the preliminary plan and strategy for the media coverage proposal to the MDE, to include a minimum of two types of coverage (e.g., radio/television spots, mobile advertising, social media, and digital billboards).
17			The USDA toolkit refers to two SFSP options: SUN Meals or Sun Meals to Go. Are you offering (and therefore promoting) both options or just one of them? a. If just one, please confirm whether that is SUN Meals.	SUN Meals is USDA's branding for all Summer Nutrition Meals. Some of these programs are not offered in Mississippi. Therefore, the focus will be on congregate and noncongregate meals (SUN Meals and Sun Meals to Go (Summer Food Service Program)).
18			The USDA toolkit refers to the program as SUN. This RFP refers to the program as "SFSP." Is the preference to brand the program as SFSP in Mississippi or can/should the program leverage the assets from the USDA toolkit under the SUN name	SUN Meals (Summer Food Service Program) is the name to use. When referencing non-congregate meals, SUN Meals to Go should be utilized.
19			The creative assets in the USDA toolkit are not specific to Mississippi or the MS Department of Education/Office of Public Health. Is the preference to customize the assets to include your specific branding? a. And if so, does this need to be branded with both the Office of Public Health and MS Department of Education logos? b. Are there any other entities that would need to be included in the creative assets that run in Mississippi?	The USDA toolkit is for nationwide branding. Yes, the customization should be the Mississippi Department of Education Office of Child Nutrition. a. No, only the Mississippi Department of Education Office of Child Nutrition. b. No.
20	1.1	4	What is the call-to-action that you would like to be communicated?—What would you like the audience to do as a result of seeing your ads? a. Is there a specific URL you would to send them to? b. And/or is there a specific phone number you would like them to call	Increase parents' awareness of summer feeding sites. a. USDA Summer Meals for Kids Site Finder SUN Meals Food and Nutrition Service . b. Summer Meals Text Service Number: 914-342-7744

Summer Food Service Program Media Campaign RFP Amendment Number Two

21			A note on the USDA website excludes Mississippi among the states that have data for finding summer meal sites. Will this data be searchable on the USDA site before this campaign kicks off? a. Or will there be a separate locator tool for the state of Mississippi?	Yes. The state submits data weekly to USDA for site advertisement purposes during the summer.
22			What does success look like to you for this campaign?	The public is informed about the summer feeding sites available in their area to maximize participation.
23	2.3	5	What are the Key Performance Indicators you would like to measure?	The Request for Proposal deliverables list the following, but are not limited to: The media coverage locations and saturation for the anticipated date range of May 25 through June 30.
24	2.3	5	What utilization metrics are you able to measure (to demonstrate usage of the services, particularly those attributable to the media campaign)	Performance measures (e.g., impression clicks, geofences, ads)
25			Can the destination landing page(s) accept tracking pixels so we can monitor the conversions on the page(s)?	It will depend on who manages the landing page.
26			Are there specific social media pages dedicated to these initiatives? a. Who manages these social media pages? b. Have you run paid social advertising from these social pages before?	Yes, there is a Facebook page. a. The selected vendor manages the page. b. Yes
27	2.3 Appendix J and Appendix K	5, 40 and 41	What are the priority markets, ranked in order, for this campaign to promote the 750+ feeding sites? a. Are there any mandatory markets?	Review program information and data targeting areas of the state with a high percentage of children eligible for free lunch during the school year and low participation in SFSP and the 2024 National School Lunch Program (NSLP) and the 2025 SFSP Data Sheet to review target areas (Appendix J and K). a. The same answer as above.
28	2.3	4	The RFP references media coverage and cites examples like broadcast, digital media, social media, billboards. Would Earned Media be among the consideration set for this work, or would that fall under a separate scope? a. If so, are there planned media worthy events, announcements or partnerships at this time? b. What spokespeople might you have in mind for this campaign	Provide a preliminary plan and strategy for the media coverage proposal to the MDE to include a minimum of two types of coverage (e.g., radio/television spots, mobile advertising, social media, and digital billboards). Earned Media would not be among the considerations for this set of work.
29	2.3 and 2.4	4 and 5	How do you foresee the budget breakdown by percentage among the scope components outlined?	Details for the ratio of staff services expense versus media buy expense. The Offeror will explain exactly what the State shall receive for this amount of funds and shall allow evaluators to determine the best proposals based upon the plan of action and the description of what the State shall receive in exchange for this amount.
30	2.4	5	Are hard costs (meals, hotel, transportation, events) covered in this budget?	The Offeror will explain exactly what the State shall receive for this amount of funds and shall allow evaluators to determine the best proposals based upon the plan of

Summer Food Service Program Media Campaign RFP Amendment Number Two

				action and the description of what the State shall receive in exchange for this amount.
31	2.3	5	Who will the agency report to? a. Can you describe the approval process for projects?	The agency makes a report to the USDA Food and Nutrition Services. u. The selected vendor for this project will submit their preliminary plan and strategy for media coverage to the Mississippi Department of Education Office of Child Nutrition no later than May 15 for review and feedback.
32	7.4	11	How must the proposals be submitted?—Either printed/mailed or digital/MAGIC, or both	They can be submitted electronically via the Mississippi Accountability Governmental Information Collaboration System (MAGIC) no later than Friday, January 9, 2026, by 2:00 PM Central Standard Time (CST). Or Slip To: MONIQUE CORLEY Office of Procurement The Mississippi Department of Education (Summer Food Service Program Media Campaign) RFx # 3120003260 359 North West Street Jackson, Mississippi 39201

Amendment Number Two

NOTE: This amendment two is hereby made a part of the Mississippi Department of Education's Request for Proposals. The Vendor acknowledges receipt of said amendment and is made aware of the changes explained therein. By signing this form, the Offeror accepts the changes as part of the contract requirement.



Authorized Signature

01/01/2026

Date

Allison Buchanan

Printed Name

Appendix G – ASSURANCES AND CERTIFICATION

REPRESENTATION REGARDING CONTINGENT FEES: Offeror represents that it has not retained a person to solicit or secure a state contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in Offeror's proposal.

REPRESENTATION REGARDING GRATUITIES: Offeror represents that it has not, is not, and will not offer, give, or agree to give any employee or former employee of the MDE a gratuity or offer of employment in connection with any approval, disapproval, recommendation, development, or any other action or decision related to the solicitation and resulting contract. Offeror further represents that no employee or former employee of the MDE has or is soliciting, demanding, accepting, or agreeing to accept a gratuity or offer of employment for the reasons previously stated; any such action by an employee or former employee in the future, if any, will be rejected by contractor. Offeror further represents that it is in compliance with the Mississippi Ethics in Government laws, codified at Mississippi Code Annotated §§ 25-4-101 through 25-4-121, and has not solicited any employee or former employee to act in violation of said law.

CERTIFICATION OF INDEPENDENT PRICE DETERMINATION: The Offeror certifies that the prices submitted in response to the solicitation have been arrived at independently and without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Offeror or competitor relating to those prices, the intention to submit a proposal, or the methods or factors used to calculate the prices bid.

PROSPECTIVE CONTRACTOR'S REPRESENTATION REGARDING CONTINGENT FEES: The prospective Contractor represents as a part of such Offeror's proposal that such Offeror has not retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract.

NON-DEBARMENT: This certification is a material representation of fact relied upon by the Contracting Agencies. If it is later determined that the Offeror did not comply with 2 C.F.R. part 180, subpart C, and 2 C.F.R. part 3000, subpart C, in addition to remedies available to DFA and other Contracting Agencies, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

COMPLIANCE WITH EQUAL OPPORTUNITY IN EMPLOYMENT POLICY: Offeror understands that the MDE is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and Contractor agrees during the term of the agreement that Contractor will strictly adhere to this policy in its employment practices and provision of services.

I make the following certifications and assurances as a required element of this submission to which it is attached. The understanding that the truthfulness of the facts affirmed here and the continued compliance with these requirements are conditions precedent to the award or continuation of the related contract(s).

Name: Allison Buchanan

Title: Chief Executive Officer

Signature: 

Date: 01/01/2026

RFx # 3120003260 Summer Food Service Program Media Campaign RFP

Appendix H – RELEASE OF PROPOSAL AS PUBLIC RECORD

Offerors **shall acknowledge** which of the following statements is applicable regarding release of its proposal as a public record. *An Offeror may be deemed non-responsive if the Offeror does not acknowledge either statement, acknowledges both statements, or fails to comply with the requirements of the statement acknowledged.*

Choose one:

____ Along with a complete copy of its proposal, Offeror has submitted a second copy of the proposal in which all information Offeror deems to be confidential commercial and financial information and/or trade secrets is redacted in black. Offeror acknowledges that it may be subject to exclusion pursuant to Chapter 15 of the *PPRB OPSCR Rules and Regulations* if the MDE or the Public Procurement Review Board determine redactions were made in bad faith in order to prohibit public access to portions of the proposal which are not subject to Mississippi Code Annotated §§ 25-61-9, 75-26-1 through 75-26-19, and/or 79-23-1. Offeror acknowledges and agrees that the MDE may release the redacted copy of the proposal at any time as a public record without further notice to Offeror. An Offeror who selects this option but fails to submit a redacted copy of its proposal may be deemed non-responsive.

X Offeror hereby certifies that the complete unredacted copy of its proposal may be released as a public record by the MDE at any time without notice to Offeror. The proposal contains no information Offeror deems to be confidential commercial and financial information and/or trade secrets in accordance with Mississippi Code Annotated §§ 25-61-9, 75-26-1 through 75-26-19, and/or 79-23-1. Offeror explicitly waives any right to receive notice of a request to inspect, examine, copy, or reproduce its bid as provided in Mississippi Code Annotated § 25-61-9(1)(a). An Offeror who selects this option but submits a redacted copy of its proposal may be deemed non-responsive.

Appendix I – MDE CONTRACTS

The prospective contractor represents that contractor **does** () or **does not** have a current contract(s) with the Mississippi Department of Education.

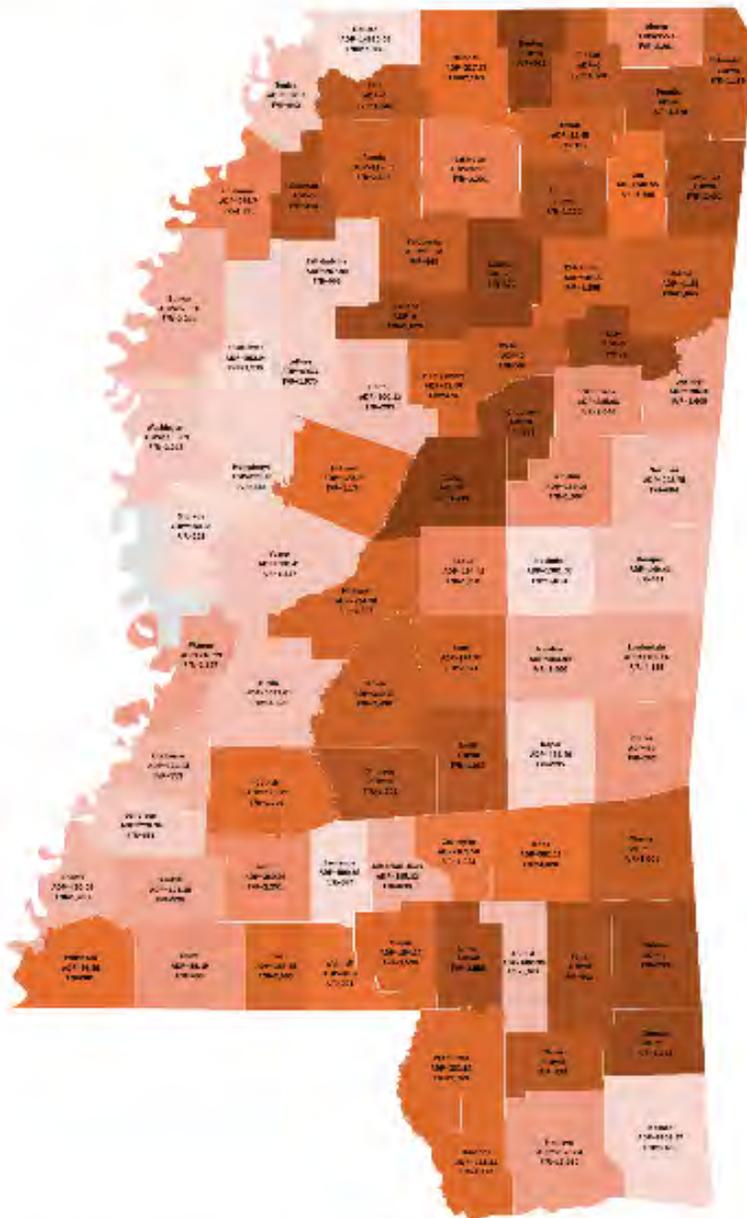
The MDE has the right to review and align solicited services with a contractor's current awarded contract for services to ensure conflicts and/or limitations do not exist. If conflicts and/or limitations exist, the MDE at its discretion may reject the Offeror's proposal and the Offeror will not be considered for an award for this solicited service.

Potential contractors are required to provide a listing of each executed contract or contract applied, please provide the following:

Program Office Name	N/A
Contract Service	
Contract Amount	\$
Contract Dates of Service	

Program Office Name	N/A
Contract Service	
Contract Amount	\$
Contract Dates of Service	

Appendix J – Map of Average Daily Participation and Approval for Free Lunch



Per County, June 2025 Lunch Average Daily Participation (ADP) for the Summer Food Service Program (SFSP) and the number of children enrolled in school who are approved to receive free and reduced lunch
 Source: MARS June 2025 SFSP Lunch Claim, October 2024 Free/Reduced Lunch Report

Appendix K – Data of Average Daily Participation and Approval for Free Lunch

Per County, June 2025 Lunch Average Daily Participation (ADP) for the Summer Food Service Program (SFSP) and the number of enrolled in school who are approved to receive free and reduced lunch.

COUNTY	SFSP-LUNCH ADP	SNP-CHILDREN APPROVED FOR FREE AND REDUCED LUNCH
Adams	450.09	1,483
Alcorn	355.4	2,261
Amite	88.19	460
Attala		1,240
Benton		461
Bolivar	670.38	2,214
Calhoun		872
Carroll	100.13	293
Chickasaw	101.5	1,256
Choctaw		581
Claiborne	174.24	553
Clarke	59	282
Clay		1,245
Coahoma	265.7	1,793
Copiah	175.79	1,703
Covington	169.58	1,224
DeSoto	14910.05	11,089
Forrest	1663.36	5,022
Franklin	121.35	528
George		1,554
Greene		795
Grenada		1,629
Hancock	233.33	2,279
Harrison	2973.84	13,510
Hinds	5097.61	14,506
Holmes	120.93	1,134
Humphreys	278.45	482
Itawamba		1,402
Jackson	6608.27	8,488
Jasper	454.46	995
Jefferson	220.94	551
Jefferson Davis	185.32	636
Jones	592.11	4,820
Kemper	149.41	411
Lafayette	326.05	2,291
Lamar		3,555
Lauderdale	1130.56	4,185
Lawrence	590.88	674
Leake	194.42	1,291

RFx # 3120003260 Summer Food Service Program Media Campaign RFP

COUNTY	SFSP-LUNCH ADP	SNP-CHILDREN APPROVED FOR FREE AND REDUCED LUNCH
Lee	748.55	3,699
Leflore	896.4	1,975
Lincoln	360.96	2,251
Lowndes	795.91	3,608
Madison	294.38	4,807
Marion	154.37	1,538
Marshall	237.37	2,169
Monroe	41.53	1,666
Montgomery	41.56	474
Neshoba	1381.38	1,513
Newton	383.99	1,400
Noxubee	228.75	684
Oktibbeha	385.66	2,040
Panola	117.81	2,638
Pearl River	382.87	3,763
Perry		602
Pike	259.65	2,695
Pontotoc		2,720
Prentiss		1,820
Quitman		414
Rankin	319.17	7,456
Scott	174.75	2,871
Sharkey	180.35	221
Simpson		1,303
Smith		1,063
Stone		978
Sunflower	862.04	1,315
Tallahatchie	267.89	608
Tate		1,548
Tippah		1,738
Tishomingo		1,189
Tunica	325.7	843
Union	92.45	2,107
Walthall	92.9	701
Warren	718.99	3,197
Washington	1183.61	3,018
Webster		592
Wilkinson	36.56	301
Winston	189.05	1,067
Yalobusha	10.25	645
Yazoo	588.41	1,537

Appendix L – COST DATA/BUDGET

The budget should include all costs associated with the project scope of services.
 The total budget for the advertisement costs and staff services shall not exceed \$48,000.00 per year.

Deliverable <i>Scope of work and expected outcomes</i>	Plan of Action/Completion Date <i>Detailed information on how expected outcomes shall be achieved.</i>	Cost	Cost	Cost	Cost	Cost
		Year 1	Year 2	Year 3	Year 4	Year 5
Provide a preliminary plan and strategy for the media coverage proposal to the MDE to include a minimum of two types of coverage (e.g., radio/television, spots, mobile advertising, social media and digital billboards).	May 25-June 30, paid media will run across a mix of traditional and digital channels (radio, digital, social) with outdoor as budget allows. The campaign will ensure broad reach, with a higher allocation/saturation in priority areas - resulting in greater awareness and enrollment in MDE SFSP.	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000
Determine the planning and creative development for media coverage locations and saturation for the anticipated date range of May 25 through June 30.	Identify counties with high eligibility and low SFSP participation. Refine media plan to prioritize highest need areas for more saturation. By May 10, Submit plan to MDE. Secure ad approved media placements brand/outfit USDA creatives, launch campaign 5/20.	\$7,500	\$7,500	\$7,500	\$7,500	\$7,500
Total Cost		\$47,500	\$47,500	\$47,500	\$47,500	\$47,500

Cumulative Cost \$ 237,500



**STATE OF MISSISSIPPI
MS DEPT OF EDUCATION
AMENDMENT
Request for Proposal**

RESPONSES REQUIRED BY:
 Submission Date : 01/09/2026
 Submission Time : 14:00:00 CST

RESPONSES OPENED ON:
 Opening Date : 00/00/0000
 Opening Time : 14:00:00 CST

VENDOR NO:
VENDOR NAME & ADDRESS:
 (To be completed by Vendor)

Focus Group Inc. d/b/a The Focus Group
 727 Howard Ave, Suite 401
 Biloxi, MS 39630

SUBMIT NON-ELECTRONIC RESPONSE:
 TO :
 PO BOX 771
 359 NORTH WEST STREET
 JACKSON MS 39205
 US

DELIVERY POINT

Rfx number : 3120003260
 Smart number : 1201-26-R-RFPR-00001-V01
 Buyer : John Sykes
 Buyer Phone :
 Email : JSYKES@MDEK12.ORG

NOTICE TO VENDOR:
 RFP Solicitation for Media Campaign for SFSP FY26

Vendor Telephone Number	Title	Date
(228) 325-2933	Chief Executive Officer	01/01/2026
(Typed or printed) Name of Bidder	Signature of Authorized Bidder	
Allison Buchanan	<i>Allison Buchanan</i>	

RFs number : 3120003260			Submission Date : 01/09/2020		Time : 14:00:00 CST	
Smart number : 1201-25-R-RFPR-00001 (V8)			Opening Date : 00/00/0000		Time : 14:00:00 CST	
Item	Change Indicator	Product No. / Mfg. Part No.	Description	Delivery / Req.date	Qty	Unit
# 1			Product Category : 91501 Media Services		0.000	

Appendix A – Proposal Cover Sheet

Company/Name: Maris, West 3 Baker, Inc. (MWB)
 Proposals must be submitted as directed in the **Proposal Submission Requirements** on or before the submission deadline specified in the solicitation.

Company Representative and Title	Jana Bell, President
Mailing Address	18 Northtown Drive
City, State, Zip	Jackson, MS 39211
Telephone:	601.842-8748
E-Mail Address:	jana.bell@mwb.com

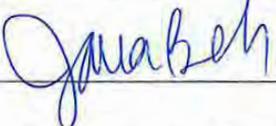
Please identify the Office/Branch which will provide services for the MDE if different from above:

Contact Person and Title	/
Telephone Number	
Email Address	
Physical Address	
City, State, Zip	
Mailing Address	
City, State, Zip	

1. Are you currently registered as a Supplier in MAGIC? YES ___ NO
2. If known, what is your supplier number? VND001998801
3. Are you currently registered with PayMode? YES ___ NO
4. Are you a minority owned company? ___ YES NO

By signing below, the Company Representative certifies that he/she has authority to bind the company, and further acknowledges and certifies the statements below on behalf of the company:

- That the Offeror will perform the services required at the prices stated in their proposal.
- That the pricing submitted will remain firm for the contract term.
- That, to the best of its knowledge and belief, the cost or pricing data submitted is accurate, complete, and current as of the submission date.
- That the company is licensed or authorized to provide the proposed services in the State of Mississippi.
- The Offeror indicates and is in agreement with the Standard Terms and Conditions as set forth above. If the Offeror objects to any of the Standard Terms and Conditions, the objection may be considered as an adequate cause for rejection without further negotiations.
- The State of Mississippi utilizes the Mississippi Accountability System for Government Information and Collaboration (MAGIC) system to manage contracts. Additionally, electronic payments are issued through an electronic portal called PayMode. In order to do business with the State of Mississippi, all Suppliers must be registered with both systems. By submitting a proposal, the Offeror certifies it is registered with both systems and if not already registered, will do so within seven (7) business days of being notified by the MDE that it has been awarded a contract.

Authorized Signature:  Date: January 8, 2026



MWB

We create for good.

**RFX #3120003260
SUMMER FOOD SERVICE PROGRAM
MEDIA CAMPAIGN RFP**

COVER LETTER

Dear Selection Committee:

Maris, West & Baker Advertising (MWB) is pleased to submit this proposal in response to the Mississippi Department of Education's (MDE) Summer Food Service Program (SFSP) Media Campaign RFP # 3120003260.

MWB brings over 55 years of extensive experience delivering statewide, public-sector, behavior-change campaigns for Mississippi agencies, including over 18 years with the Mississippi State Department of Health, 12 years with the Mississippi Development Authority, and over 39 years with Visit Jackson. We also had the privilege of assisting with the 2019 Summer Food Program for MDE. We understand the vital importance of increasing awareness of the Summer Food Service Program among parents and guardians, particularly in underserved and historically low-participation areas. We also understand the criteria of doing so in a fiscally responsible, accountable manner.

MWB confirms compliance with the RFP, Amendment 01, and Amendment 02, including the annual not-to-exceed budget of \$48,000. We also confirm submission through the Mississippi Accountability System for Government Information and Collaboration (MAGIC).

We appreciate the opportunity to be considered and look forward to supporting MDE's mission to ensure Mississippi children have access to nutritious meals during the summer months.

Respectfully submitted,



Jana Bell, President
Maris, West & Baker Advertising
MAGIC Vendor Number: VND001998801

ABOUT MWB

Maris, West & Baker Advertising is a full-service advertising and communications firm with deep experience serving state agencies, public institutions, and mission-driven organizations across Mississippi and the Southeast.

MWB has led statewide public-health, nutrition, education, and awareness campaigns requiring careful stewardship of public funds, measurable outcomes, and coordination with government stakeholders. Our work includes long-standing partnerships with the Mississippi Department of Health, Visit Mississippi, and Visit Jackson, as well as prior work supporting the Mississippi Department of Education's Summer Food Service Program.

Our approach combines strategic planning, targeted media execution, and disciplined reporting, ensuring that campaigns reach priority audiences efficiently while remaining fully compliant with public-sector requirements.

APPROACH & METHODOLOGY

MWB's approach to the Summer Food Service Program (SFSP) Media Campaign is designed to increase awareness and utilization of summer meal sites by parents and guardians of children ages 8-18, with particular emphasis on high-need and historically underserved communities.

Maris, West & Baker's mission statement encapsulates our business philosophy:

Create For Good. We seek to provide our creative services to clients focused on making a positive impact, which is why we are deeply interested in partnering with the Mississippi Department of Education. We understand the critical nature of what the SFSP program means to so many children and their parents/guardians throughout the state of Mississippi, and we have the capabilities and skills to help the 2026 SFSP program be the most successful one to date.

Understanding the Objective

The SFSP campaign must deliver clear, actionable information statewide while prioritizing areas with lower participation rates and higher need, as identified in MDE's heat map and participation data.

Strategic Framework

MWB will deploy a phased approach, keeping MDE updated and able to provide feedback at every step:

1. Planning & Alignment

- Review SFSP objectives, timelines, and target geographies
- Align media strategy with MDE-provided maps, charts, and USDA SFSP toolkit resources

2. Campaign Deployment

- Launch a one-month statewide media buy end of May / June 2026
- Weight frequency toward priority need zones
- Emphasize clear calls to action directing parents to MDE/SFSP resources

3. Optimization & Monitoring

- Monitor delivery and performance across channels
- Adjust placements as needed to maximize reach and efficiency

4. Reporting

- Provide post-campaign reporting aligned with MDE expectations within one month of completion of media campaign.

Cost-Efficient Asset Use

MWB will leverage existing USDA SFSP toolkit assets where appropriate to reduce production costs, while supplementing with targeted creative and media executions to reach priority audiences effectively. We have extensive experience with this approach of cost leveraging of assets with our long work with the Mississippi State Department of Health (MSDH) in campaigns including: Quitline/Anti-tobacco; Anti-vaping, Know Your Numbers (combined use of both original and existing assets).

COORDINATION & COMMUNICATION

MWB will coordinate closely with the Mississippi Department of Education Office of Child Nutrition throughout the campaign.

Key coordination elements include:

- Strategic kickoff session via Teams to introduce team members and ensure alignment
- Addition of SFSP program to Basecamp with key MDE team members given access. This allows for transparency and efficient use of time management and deadlines.
- Submission of a completed campaign plan by May 15
- Clear approval workflows for creative and media placement via Basecamp, phone calls, and email.
- Regular check-ins during the campaign flight: initially weekly, then bi-weekly, then as needed. Erica Robinson Sittler will be your primary point of contact.
- Timely post-campaign reporting. A full campaign report with metrics will be provided within one-month of campaign completion.

MDE will retain final approval authority on all materials. MWB will manage execution, placement, and reporting in accordance with MDE guidance and timelines

RELEVANT EXPERIENCE

MWB has been in business for over 55 years, and has worked to create and implement public health outreach and public information campaigns for the past 26 years. Successful experience in public health outreach includes work in the areas of:

- Tobacco counter-marketing and cessation (including vaping/e-cigarettes)
- Hypertension awareness
- Immunization and vaccination promotion (including COVID-19, MyIR)
- Diabetes awareness
- AIDS/HIV/STI awareness (testing, treatment, prevention)
- West Nile awareness
- Zika awareness
- Heart-healthy promotion
- Healthy lifestyles promotion (diet and exercise)
- Opioid addiction awareness and treatment (including Naloxone promotion)

Public information campaigns MWB has developed and implemented include work in the following areas:

- Women, Infants, and Children (WIC)
- Healthy Mothers Healthy Babies
- Community Health Worker recruitment
- Nurse recruitment
- Vital Statistics services
- Educational attainment/access
- Financial Literacy
- Government-sponsored relief programs
- Mental Health
- Disaster preparedness
- Smokefree Air policies
- Healthy Delta

Working in the areas of public health and public information outreach, a majority of the campaigns MWB has produced were designed to reach specific communities and populations. These include communities of color, non-native English speakers, financially challenged, LGBTQAI+, individuals with accessibility issues, and at-risk youth, among others. This experience will prove especially important when developing and fine-tuning audience-appropriate messaging and media implementation.

Mississippi Department of Education Summer Food Service Program (2019)

MWB previously supported the Mississippi Department of Education’s SFSP campaign, delivering awareness-focused media designed to reach parents and caregivers statewide and increase utilization of summer meal sites. In 2019, we implemented the effective use of strong radio placement, “gas station toppers”, along with digital media to increase outreach in high-need rural communities. Looking at current trends within the targeted demographic, we feel that outreach is best served for the 2026 SFSP campaign with a diverse approach of media including radio, social media, direct text messaging, cable TV and OTT media.




Summer Meals for Kids & Teens
Being Served in Your Community

OPEN to All Children 18 & Younger
NO ENROLLMENT, NO COST!



Click here to find a location near you, or text “summer meals” to 977-79.

This institution is an equal opportunity provider.




Summer Meals for Kids & Teens
Being Served in Your Community

OPEN to All Children 18 & Younger
NO ENROLLMENT, NO COST!

Click here to find a location near you, or text “summer meals” to 977-79.

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Summer Meals for Kids & Teens
Being Served in Your Community



OPEN to All Children 18 & Younger
NO ENROLLMENT, NO COST!



Click here to find a location near you, or text “summer meals” to 977-79.

This institution is an equal opportunity provider.

Mississippi State Department of Health – WIC Program

MWB has supported MSDH WIC initiatives focused on reaching eligible families with nutrition information, emphasizing clarity, accessibility, and trust within underserved communities.



WIC serves pregnant, breastfeeding and postpartum women, infants, and children up to 5 years of age.
 WIC provides, at no cost to you: Nutrition and food assistance | Nutrition and breastfeeding counseling | Referrals for other helpful services.



This institution is an equal opportunity provider.



You want to keep your family healthy and strong. The Women, Infants, and Children Nutrition Program helps you do just that. WIC helps lighten your load by giving you:

- MONTHLY BENEFITS TO BUY HEALTHY FOODS LIKE!**
- Fruits and vegetables
 - Whole grain breads, tortillas, brown rice, and pasta
 - Cereal
 - Milk
 - Yogurt
 - Cheese
 - Eggs
 - Beans, peas, and peanut butter
 - Baby foods

AN EWIC CARD AND SMARTPHONE APP TO MAKE SHOPPING FOR WIC FOODS EASY

TIPS ON HOW TO SHOP FOR HEALTHY FOOD, HOW TO COOK IT, AND HOW TO ENCOURAGE YOUR KIDS TO EAT IT.

- THE WIC TEAM INCLUDES:**
- Nutrition educators
 - Registered dietitians
 - Registered nurses
 - Breastfeeding specialists

INTRODUCE YOU TO CARE BEYOND WIC, INCLUDING:

- Healthcare professionals
- Immigration services
- Other services that can help you!

SEE IF YOU'RE ELIGIBLE HERE

VISIT HEALTHYMS.COM/WIC OR CALL 1.800.358.6747



This institution is an equal opportunity provider.



You want to keep your family healthy and strong. The Supplemental Nutrition Program for Women, Infants, and Children helps you do just that. WIC helps lighten your load by giving you:

- Monthly benefits to buy healthy foods:**
- Fruits and vegetables
 - Whole grain breads, tortillas, brown rice, and pasta
 - Cereal
 - Milk
 - Yogurt
 - Cheese
 - Eggs
 - Beans, peas, and peanut butter
 - Baby food

An EWIC card and smartphone app to make shopping for WIC foods easy

Tips on how to shop and cook healthy foods for your family

- The WIC team includes:**
- Nutrition educators
 - Registered dietitians
 - Registered nurses
 - Breastfeeding peer educators

Introduce you to care beyond WIC:

- Healthcare professionals
- Immigration services
- Other services that can help you!

SEE IF YOU'RE ELIGIBLE HERE

VISIT HEALTHYMS.COM/WIC OR CALL 1.800.358.6747



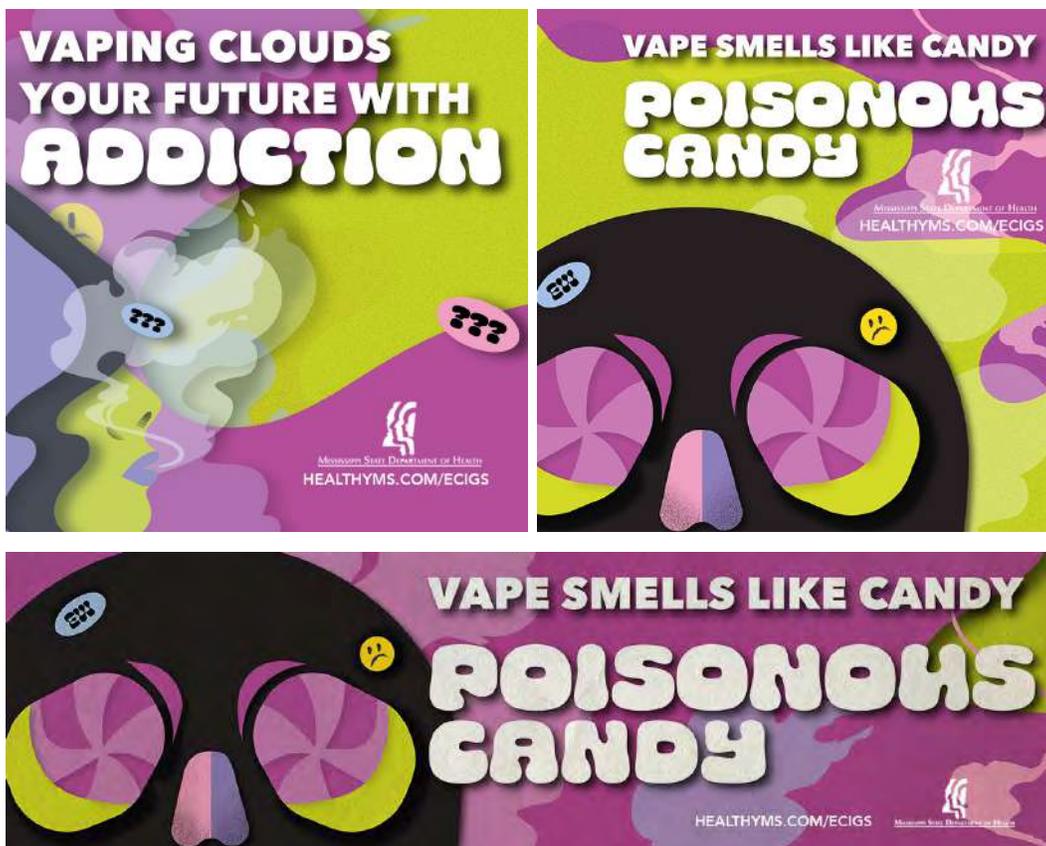
This institution is an equal opportunity provider.

Mississippi Department of Health – Quitline / Tobacco Prevention

MWB has led statewide behavior-change campaigns for MSDH, including the use of existing, national marketing materials for anti-tobacco and anti-vaping prevention initiatives, utilizing targeted media strategies to reach priority populations and drive action.

Vaping:

<https://public.3.basecamp.com/p/9VnbGc2swLZFJOZ4zw4J1FHi/vault>



Quitline campaign:

<https://public.3.basecamp.com/p/qr6hFUD7MdEunPvm7i4UzPf6/vault>

These campaigns required statewide reach, careful audience targeting, and accountability in media spending: directly relevant to the SFSP effort.

STAFF & KEY PERSONNEL

MWB will assign an experienced team to ensure consistent oversight, quality control, and timely execution.

Jana Bell - Project Supervisor

Provides executive oversight and ensures alignment with campaign objectives and compliance requirements.

Erica Robinson Sittler - Project Manager

Serves as primary point of contact with MDE, managing day-to-day coordination, schedules, and deliverables.

Marc Leffler - Creative Director

Will oversee creative development and ensures messaging clarity and consistency.

Kellie Smith - Designer

Will produce and update visual assets aligned with USDA and MDE guidelines.

Ed Foose - Video Editor

Supports video and audio content production as needed.

Patience Ainsworth - Director of Media

Patience will serve as the lead for the SFSP media buy, negotiating with media outlets across the state.



JANA BELL

Project Supervisor

With more than two decades of experience in advertising and marketing, Jana Bell serves as President of Maris, West & Baker, overseeing agency operations and strategic client initiatives. During her ten years with MWB, Jana has led project supervision for major accounts, including the MS State Department of Health, coordinating creative development, production, budgeting, and client communications to ensure efficient execution across all campaign phases. Jana also manages financial oversight for multiple large-scale accounts and works closely with Visit Mississippi, Visit Coastal, and Visit Jackson on various collaborative projects. Her expertise spans project management, public relations, media relations, budgeting, and event coordination, and she continues to play a key role in MWB's long-standing partnership with the Sanderson Farms Championship PGA TOUR event, serving as its media director.

Through her leadership and attention to detail, Jana helps maintain the agency's reputation for reliability, precision, and results across every client engagement.

ERICA ROBINSON SITTLER

Project Manager



Erica brings twenty-five years of project management and account service experience to MWB, with a focus in healthcare, economic development, municipal communications, and public-facing organizations. Her extensive background includes day-to-day management of high-profile clients such as the MS State Department of Health, Hattiesburg Convention Commission, Charlotte County Economic Development, Florida Power & Light's FFS initiative, Visit Corinth, and Highlands County Economic Development.



MARC LEFFLER

Creative Director

Marc has enriched the advertising industry for more than twenty-five years with his innovative leadership, exceptional conceptual thinking, and award-winning copywriting. Marc's doctorate in Instructional Technology & Design informs his strategic approach to messaging, ensuring creative concepts align with organizational goals while maintaining consistency in tone, voice, and brand identity. An analytical foundation combined with creative intuition enables him to develop campaigns that don't just look good—they work.

KELLIE SMITH

Graphic Designer



Kellie, who has been with MWB since 2020, brings extensive experience working with government agencies and EDOs, including Visit Mississippi, the Mississippi State Department of Health, and the Mississippi Development Authority. Kellie's talent lies in presenting complex information in visually accessible formats that comply with public sector standards.



PATIENCE AINSWORTH

Media Planner & Buyer

Patience Ainsworth brings two decades of experience in media planning and buying to MWB. She has managed media strategies for clients including the Mississippi Lottery Corporation, the Mississippi State Department of Health, Tunica Convention & Visitors Bureau, Coastal Mississippi, and Visit Mississippi. Her expertise in advanced media buying platforms and her skill in negotiating added-value and bonus programs consistently maximize ROI for clients.

ED FOOSE

Video Editor



Ed Foose joined MWB in 2022, bringing seven years of experience in video editing and motion design. A graduate of the Rochester Institute of Technology School of Film and Animation, Ed excels at transforming complex information into engaging video content across television, film, advertising, and social media platforms. His public broadcasting background gives him particular skill in making critical information stand out through precise editing that cuts straight to the point.

*Ed's work has been recognized with a **Southeast EMMY Award** for Best Short Form Children's Content.*

MWB has a full-time staff of 24 employees shown below.



PARTNERS



Keith Fraser
Creative Director / Partner



Marc Leffler
Creative Director / Partner



Randy Lynn
Creative Director / Partner

INTERACTIVE



Austin Cannon
VP/Interactive Creative Director



Knol Aust
Senior Interactive Developer



Willie Smith
Art Director



Bryan Matthews
Copywriter

DESIGN



Parker Jaynes
Associate Creative Director



Kaiyla Mackenzie
Art Director



Kellie Smith
Graphic Designer



Michelle Daschbach
Graphic Designer/
Photographer

PRODUCTION



Damien Blaylock
Director of Photography



Bobby Anderson
Lead Editor



Ed Foose
Editor / Motion Graphics



Emily Foose
Illustrator / Animator

CREATIVE SERVICES

PROPOSED SCHEDULE & BUDGET

Campaign Timing

- Planning & strategy: January 2026
- Design & Production: February 2026
- Media buy approvals: March 2026
- Media placement (reserved): April 2026
- Creative design/production: April 2026
- Final approval: May 15, 2026 or sooner
- Media assets sent to media reps: May 20, 2026 or sooner
- Media flight: end of May and June 2026
- Reporting post-campaign: July 30, 2026

Media Buy Proposed Budget (one-month targeted statewide campaign - June 2026*)

- Social Media: \$7,000
- Radio: \$10,000
- OTT / Streaming (YouTube, etc.): \$5,000
- Cable Television: \$10,000
- Direct Text Messaging Campaign*: \$10,000 (recommend launching in May 2026 vs June 2026)
- Flyer for in-school, in-district, statewide email distribution
- Social media / newsletter graphics for MDE distribution

All media will be placed in accordance with MDE's heat map and participation data, with increased weighting in priority need zones and underserved communities.

Production & Services

- Audio production (Radio + Video Voice Over) in English: \$1,900
- Flyer and social media translation services in Spanish and Vietnamese (estimated): \$580**
- Copywriting/Editing (mild): \$240
- Video editing: \$520
- Graphic editing and design in English, Spanish, & Vietnamese: \$1,140
- Creative supervision: \$240
- Proofing / Quality Control: \$360
- Project Management: \$640
- Project Supervision: \$360
- Media placement: \$0

Total: \$47,980

**If translation of campaign components already exists, or can be accomplished within MDE's department, then those line-items can be moved into another media category such as OTT or social media.

REQUIRED FORMS & CERTIFICATIONS

Appendix C - Exception to the Standard Terms and Conditions

Clause #	Page #	Exception Reason (Short description of exception made)	MDE Acceptance (initial here if accepted)

no exceptions to
Appendix B

Sign: MaBall, President



APPENDIX F
Acknowledgment of Amendments
Request for Proposals
Summer Food Service Program Media Campaign
Amendment Number One
December 23, 2025

The Office of Procurement, through this **Amendment Number One**, modifies the Request for Proposals for **Summer Food Service Program Media Campaign**, issued December 8, 2025.

The following section(s) are modified:

6.1 Questions and Answers

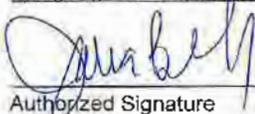
Questions must be submitted to ProcurementQnR@mdek12.org and must be received no later than **Friday, December 19, 2025 by 5:00 PM CST**, to ensure a response by the MDE. Responses to questions will be posted to the MDE website at <https://mdek12.org/procurement/rfp/> under "Public Notice" RFP/RFQ/RFA/Invitation to Bid section as an amendment to the solicitation on **Wednesday, December 24, 2025**. Questions received **after the deadline** shall not be considered. It is the Offeror's sole responsibility to regularly monitor the website for amendments and/or announcements concerning this solicitation.

13. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

By submitting a proposal, the offeror certifies that the prices submitted in response to the solicitation have been arrived at independently and without any consultation, communication, or agreement with any other offeror or competitor for the purpose of restricting competition.

Amendment Number One

NOTE: This amendment one is hereby made a part of the Mississippi Department of Education's Request for Proposals. The Vendor acknowledges receipt of said amendment and is made aware of the changes contained therein. By signing this form, the Offeror accepts the changes as part of the contract requirement.



Authorized Signature

January 8, 2026
Date

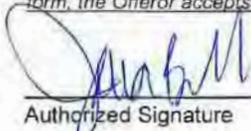
Jana Bell, President
Printed Name

Summer Food Service Program Media Campaign RFP Amendment Number One

				action and the description of what the State shall receive in exchange for this amount.
31	2.3	5	Who will the agency report to? a. Can you describe the approval process for projects?	The agency makes a report to the USDA Food and Nutrition Services. a. The selected vendor for this project will submit their preliminary plan and strategy for media coverage to the Mississippi Department of Education Office of Child Nutrition no later than May 15 for review and feedback.
32	7.4	11	How must the proposals be submitted?—Either printed/mailed or digital/MAGIC, or both	They can be submitted electronically via the Mississippi Accountability Governmental Information Collaboration System (MAGIC) no later than Friday, January 9, 2026, by 2:00 PM Central Standard Time (CST). Or Ship To : MONIQUE CORLEY Office of Procurement The Mississippi Department of Education (Summer Food Service Program Media Campaign) RFX # 3120003260 359 North West Street Jackson, Mississippi 39201

Amendment Number Two

NOTE: This amendment two is hereby made a part of the Mississippi Department of Education's Request for Proposals. The Vendor acknowledges receipt of said amendment and is made aware of the changes contained therein. By signing this form, the Offeror accepts the changes as part of the contract requirement.



 Authorized Signature
 Jana Bell, President

 Printed Name

January 8, 2026

 Date

Appendix G – ASSURANCES AND CERTIFICATION

REPRESENTATION REGARDING CONTINGENT FEES: Offeror represents that it has not retained a person to solicit or secure a state contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in Offeror's proposal.

REPRESENTATION REGARDING GRATUITIES: Offeror represents that it has not, is not, and will not offer, give, or agree to give any employee or former employee of the MDE a gratuity or offer of employment in connection with any approval, disapproval, recommendation, development, or any other action or decision related to the solicitation and resulting contract. Offeror further represents that no employee or former employee of the MDE has or is soliciting, demanding, accepting, or agreeing to accept a gratuity or offer of employment for the reasons previously stated; any such action by an employee or former employee in the future, if any, will be rejected by contractor. Offeror further represents that it is in compliance with the Mississippi Ethics in Government laws, codified at Mississippi Code Annotated §§ 25-4-101 through 25-4-121, and has not solicited any employee or former employee to act in violation of said law.

CERTIFICATION OF INDEPENDENT PRICE DETERMINATION: The Offeror certifies that the prices submitted in response to the solicitation have been arrived at independently and without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Offeror or competitor relating to those prices, the intention to submit a proposal, or the methods or factors used to calculate the prices bid.

PROSPECTIVE CONTRACTOR'S REPRESENTATION REGARDING CONTINGENT FEES: The prospective Contractor represents as a part of such Offeror's proposal that such Offeror has not retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract.

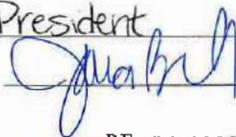
NON-DEBARMENT: This certification is a material representation of fact relied upon by the Contracting Agencies. If it is later determined that the Offeror did not comply with 2 C.F.R. part 180, subpart C, and 2 C.F.R. part 3000, subpart C, in addition to remedies available to DFA and other Contracting Agencies, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

COMPLIANCE WITH EQUAL OPPORTUNITY IN EMPLOYMENT POLICY: Offeror understands that the MDE is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and Contractor agrees during the term of the agreement that Contractor will strictly adhere to this policy in its employment practices and provision of services.

I make the following certifications and assurances as a required element of this submission to which it is attached. The understanding that the truthfulness of the facts affirmed here and the continued compliance with these requirements are conditions precedent to the award or continuation of the related contract(s).

Name: Jana Bell

Title: President

Signature: 

Date: January 8, 2020

Appendix H – RELEASE OF PROPOSAL AS PUBLIC RECORD

Offerors **shall acknowledge** which of the following statements is applicable regarding release of its proposal as a public record. *An Offeror may be deemed non-responsive if the Offeror does not acknowledge either statement, acknowledges both statements, or fails to comply with the requirements of the statement acknowledged.*

Choose one:

Along with a complete copy of its proposal, Offeror has submitted a second copy of the proposal in which all information Offeror deems to be confidential commercial and financial information and/or trade secrets is redacted in black. Offeror acknowledges that it may be subject to exclusion pursuant to Chapter 15 of the *PPRB OPSCR Rules and Regulations* if the MDE or the Public Procurement Review Board determine redactions were made in bad faith in order to prohibit public access to portions of the proposal which are not subject to Mississippi Code Annotated §§ 25-61-9, 75-26-1 through 75-26-19, and/or 79-23-1. Offeror acknowledges and agrees that the MDE may release the redacted copy of the proposal at any time as a public record without further notice to Offeror. An Offeror who selects this option but fails to submit a redacted copy of its proposal may be deemed non-responsive.

Offeror hereby certifies that the complete unredacted copy of its proposal may be released as a public record by the MDE at any time without notice to Offeror. The proposal contains no information Offeror deems to be confidential commercial and financial information and/or trade secrets in accordance with Mississippi Code Annotated §§ 25-61- 9, 75-26-1 through 75-26-19, and/or 79-23-1. Offeror explicitly waives any right to receive notice of a request to inspect, examine, copy, or reproduce its bid as provided in Mississippi Code Annotated § 25-61-9(1)(a). An Offeror who selects this option but submits a redacted copy of its proposal may be deemed non-responsive.

Appendix I – MDE CONTRACTS

The prospective contractor represents that contractor **does** () or **does not** (X) have a current contract(s) with the Mississippi Department of Education.

The MDE has the right to review and align solicited services with a contractor's current awarded contract for services to ensure conflicts and/or limitations do not exist. If conflicts and/or limitations exist, the MDE at its discretion may reject the Offeror's proposal and the Offeror will not be considered for an award for this solicited service.

Potential contractors are required to provide a listing of each executed contract or contract applied, please provide the following:

Program Office Name	
Contract Service	
Contract Amount	\$ N/A
Contract Dates of Service	

Program Office Name	
Contract Service	
Contract Amount	\$ N/A
Contract Dates of Service	

Appendix I – COST DATA/BUDGET

The budget should include all costs associated with the project scope of services.

The total budget for the advertisement costs and staff services shall not exceed \$48,000.00 per year.

Deliverable	Plan of Action/Completion Date	Cost	Cost	Cost	Cost	Cost
<i>Scope of work and expected outcomes</i>	<i>Detailed information on how expected outcomes shall be achieved.</i>	Year 1	Year 2	Year 3	Year 4	Year 5
Provide a preliminary plan and strategy for the media coverage proposal to the MDE. To include a minimum of two types of coverage (e.g., radio/television, spots, mobile advertising, social media and digital billboards).	See details in RFP. Media to include radio, social media, cable TV, direct text message, in-school files, OTT (garbage), etc. Final approval: May 15 - June 30. Run dates: Nov 25 - June 30. See details in RFP.	\$42,000	\$43,700	\$43,700	\$43,700	\$43,700
Determine the planning and creative development for media coverage locations and saturation for the anticipated date range of May 25 through June 30.	Final approved: May 15 - June 30. Run dates: May 25 - June 30.	\$5,980	\$4,280	\$4,280	\$4,280	\$4,280
Total Cost		47,980	47,980	47,980	47,980	47,980

Cumulative Cost s 239,900 (5 yr. total)

THANK YOU.

WE'RE EXCITED

TO HELP YOU BUILD YOUR

CREATIVE FIRE

MWB is a creative company that focuses
on creating positive social impact while
helping partners maximize their brands.
#CreateForGood



MWB

We create for good.



Response to Request for Proposal



MISSISSIPPI
DEPARTMENT OF
EDUCATION

Summer Food Service Program Media Campaign
Office of Child Nutrition

RFx # 3120003260

Appendix A – Proposal Cover Sheet

Company/Name: WLBT: Gray Media

Proposals must be submitted as directed in the **Proposal Submission Requirements** on or before the submission deadline specified in the solicitation.

Company Representative and Title	Meagan Welch; Media Executive
Mailing Address	715 S. Jefferson St.
City, State, Zip	Jackson, MS 39201
Telephone:	601.500.0611
E-Mail Address:	Meagan.Welch@WLBT.com

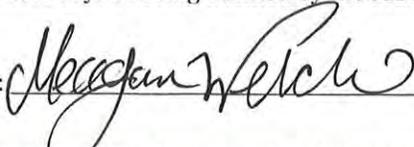
Please identify the Office/Branch which will provide services for the MDE if different from above:

Contact Person and Title	
Telephone Number	
Email Address	
Physical Address	
City, State, Zip	
Mailing Address	
City, State, Zip	

1. Are you currently registered as a Supplier in MAGIC? YES ___ NO
2. If known, what is your supplier number? Unknown at time, Requested
3. Are you currently registered with PayMode? ___ YES NO
4. Are you a minority owned company? ___ YES NO

By signing below, the Company Representative certifies that he/she has authority to bind the company, and further acknowledges and certifies the statements below on behalf of the company:

- That the Offeror will perform the services required at the prices stated in their proposal.
- That the pricing submitted will remain firm for the contract term.
- That, to the best of its knowledge and belief, the cost or pricing data submitted is accurate, complete, and current as of the submission date.
- That the company is licensed or authorized to provide the proposed services in the State of Mississippi.
- The Offeror indicates and is in agreement with the Standard Terms and Conditions as set forth above. If the Offeror objects to any of the Standard Terms and Conditions, the objection may be considered as an adequate cause for rejection without further negotiations.
- The State of Mississippi utilizes the Mississippi Accountability System for Government Information and Collaboration (MAGIC) system to manage contracts. Additionally, electronic payments are issued through an electronic portal called ~~PayMode~~. In order to do business with the State of Mississippi, all Suppliers must be registered with both systems. By submitting a proposal, the Offeror certifies it is registered with both systems and if not already registered, will do so within seven (7) business days of being notified by the MDE that it has been awarded a contract.

Authorized Signature:  Date: 1/8/26

Appendix B – Standard Terms and Conditions

Certain terms and conditions are required for contracting. Therefore, the Offeror shall assure agreement and compliance with the following standard terms and conditions. If the Offeror has an exemption with any clause below, please provide an explanation on Appendix C.

1. ACKNOWLEDGMENT OF AMENDMENTS

Offerors shall acknowledge receipt of any amendment to the RFP in writing. The acknowledgement shall be signed and submitted as an attachment to the proposal. Each Offeror shall submit a written acknowledgement of every amendment to the MDE on or before the submission deadline.

2. ACCEPTANCE PERIOD

The electronic copy of the response proposal shall be signed and submitted as required in the instructions provided in the solicitation no later than the time and date specified for receipt of responses. Timely submission of the response is the responsibility of the Offeror.

3. ACCESS TO RECORDS

Contractor agrees that the MDE, or any of its duly authorized representatives, at any time during the term of this agreement, shall have access to, and the right to audit and examine any pertinent books, documents, papers, and records of Contractor related to Contractor's charges and performance under this agreement. Such records shall be kept by Contractor for a period of three (3) years after final payment under this agreement, unless the MDE authorizes their earlier disposition. Contractor agrees to refund to the MDE any overpayment disclosed by any such audit. However, if any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of 3-year period, the records shall be retained until completion of the action and resolution of all issues which arise from it.

4. ANTI-ASSIGNMENT/SUBCONTRACTING

Contractor acknowledges that it was selected by the State to perform the services required hereunder based, in part, upon Contractor's special skills and expertise. Contractor shall not assign, subcontract, or otherwise transfer this agreement, in whole or in part, without the prior written consent of the State, which the State may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer of its obligations without such consent shall be null and void. No such approval by the State of any subcontract shall be deemed in any way to provide for the incurrence of any obligation of the State in addition to the total fixed price agreed upon in this agreement. Subcontracts shall be subject to the terms and conditions of this agreement and to any conditions of approval that the State may deem necessary. Subject to the foregoing, this agreement shall be binding upon the respective successors and assigns of the parties.

5. APPLICABLE LAW

The contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the courts of Mississippi.

6. APPROVAL

It is understood that if this contract requires approval by the Public Procurement Review Board ("PPRB") and/or the Mississippi Department of Finance and Administration Office of Personal Service Contract Review ("OPSCR") and this contract is not approved by the PPRB and/or OPSCR, it is void and no payment shall be made hereunder.

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7. ATTORNEY'S FEES AND EXPENSES

In the event Contractor defaults on any obligations under this Agreement, Contractor shall pay to the MDE all costs and expenses, without limitation, incurred by the MDE in enforcing this Agreement or reasonably related to enforcing this Agreement. This includes but is not limited to investigative fees, court costs, and attorneys' fees. Under no circumstances shall the MDE be obligated to pay attorneys' fees or legal costs to Contractor.

8. AUTHORITY OF SIGNATORY

Contractor acknowledges that the individual executing the contract on behalf of the MDE is doing so in his or her official capacity only. To the extent any provision contained in the contract exceeds the signatory's authority, Contractor agrees that it will not look to that individual in his or her personal capacity or otherwise seek to hold him or her individually liable for exceeding such authority.

9. AUTHORITY TO CONTRACT

Contractor warrants: (1) that it is a validly organized business with valid authority to enter into this agreement; (2) that it is qualified to do business and in good standing in the State of Mississippi; (3) that entry into and performance under this agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind; and, (4) notwithstanding any other provision of this agreement to the contrary, that there are no existing legal proceedings or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this agreement.

10. AVAILABILITY OF FUNDS

It is expressly understood and agreed that the obligation of the MDE to proceed under this agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of appropriated funds. If the funds anticipated for the continuing time fulfillment of the agreement are, at any time, not forthcoming or insufficient, regardless of the source of funding, the MDE shall the right upon 10 business days written notice to Contractor, to terminate this agreement without damage, penalty, cost, or expense to the MDE of any kind whatsoever. The effective date of the termination shall be as specified in the notice of termination.

11. BACKGROUND CHECKS

Contractor and/or its employees represents neither has ever been convicted or pled guilty or entered a plea of nolo contendere to a felony in any court of the state of Mississippi, another state, or in federal court in which public funds were unlawfully taken, obtained or misappropriated in the abuse of misuse of any office or employment or money coming into its hands by virtue of any office or employment. Contractor and/or its employees agrees to an initial criminal background check to be performed as well as subsequent criminal background checks that may be necessary and all charges associated with these criminal background checks will be the responsibility of Contractor, if applicable. Any disqualifying information received from the criminal background check will render this agreement null and void.

12. BOARD APPROVAL

It is understood that if this contract requires approval by the Mississippi State Board of Education, and this contract is not approved by the Mississippi State Board of Education, it is void and no payment shall be made hereunder.

13. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

Contractor certifies that the price submitted was independently arrived at without any consultation, communication, or agreement with any other Offeror or competitor for the purpose of restricting competition.

14. CHANGES IN SCOPE OF WORK

The MDE may order changes in the work consisting of additions, deletions, or other revisions within the general scope of the contract. No claims may be made by Contractor that the scope of the project or of Contractor's services has been changed, requiring changes to the amount of compensation to Contractor or other adjustments to the contract, unless such changes or adjustments have been made by written amendment to the contract signed by the MDE and Contractor.

If Contractor believes that any work is not within the scope of the project, is a material change, or will otherwise require more compensation to Contractor, Contractor must immediately notify the MDE in writing of this belief. If the MDE believes that the work is within the scope of the contract as written, Contractor will be ordered to and shall continue with the work as changes and at the cost stated for the work within the contract.

15. COMPLIANCE WITH EQUAL OPPORTUNITY IN EMPLOYMENT POLICY

Contractor understands that the MDE is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and Contractor agrees during the term of the agreement that Contractor will strictly adhere to this policy in its employment practices and provision of services.

16. COMPLIANCE WITH LAWS

Contractor shall comply with, and all activities under this agreement shall be subject to, all applicable federal, state, and local laws and regulations, as now existing and as may be amended or modified.

17. CONFIDENTIALITY

The MDE is a public agency of the State of Mississippi and is subject to the *Mississippi Public Records Act of 1983*. Miss. Code Ann. §§ 25-61-1 *et seq.* If a public records request is made for any information provided to the MDE by Contractor, the MDE shall follow provisions of Mississippi Code Annotated §§ 25-61-9 and 79-23-1 before disclosing such information – unless Contractor has previously indicated the information is not trade secret or confidential commercial and financial information. The MDE shall not be liable to the Contractor for disclosure of information required by court order or required by law.

18. CONTRACT ASSIGNMENT AND SUBCONTRACTING

Contractor acknowledges that it was selected by the MDE to perform the services required hereunder based, in part, upon Contractor's special skills and expertise. Contractor shall not assign, subcontract, or otherwise transfer this agreement, in whole or in part, without the prior written consent of the MDE, which may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer of Contractor's obligations hereunder without consent of the MDE shall be null and void.

Subcontracts shall be subject to the terms and conditions of this agreement and to any conditions of approval that the MDE may deem necessary. Subject to the foregoing, this agreement shall be binding upon the respective successors and assigns of the parties.

MDE reserves the right to request changes in personnel assigned to the project. The MDE Project Manager must pre-approve any changes in key personnel through the contract term. Substitutions are not permitted without written approval of the MDE Program Project Manager.

19. CONTRACT RIGHTS

Contract rights do not vest in any party until a contract is legally executed. The MDE is under no obligation to award a contract following issuance of this solicitation.

20. CONTRACTOR PERSONNEL

The MDE shall, throughout the life of the contract, have the right of reasonable rejection and approval of staff or subcontractors assigned to the work by Contractor. If the MDE reasonably rejects staff or subcontractors, Contractor shall provide replacement staff or subcontractors satisfactory to the MDE in a timely manner and at no additional cost to the MDE. The day-to-day supervision and control of Contractor's employees and subcontractors is the sole responsibility of Contractor.

Contractor agrees that, at all times, the employees of contractor furnishing or performing any of the services specified under this agreement shall do so in a proper, workmanlike, and dignified manner.

21. COPYRIGHTS

Contractor agrees the MDE shall determine the disposition of the title to and the rights under any copyright by Contractor or employees on copyrightable material first produced or composed under this agreement. Further, Contractor hereby grants to the MDE a royalty-free, nonexclusive, irrevocable license to reproduce, translate, publish, use and dispose of, and to authorize others to do so, all copyrighted (or copyrightable) work not first produced or composed by Contractor in the performance of this agreement, but which is incorporated in the material furnished under the agreement. This grant is provided that such license shall be only to the extent Contractor now has, or prior to the completion of full final settlements of agreement may acquire, the right to grant such license without becoming liable to pay compensation to others solely because of such grant. Contractor further agrees that all material produced and/or delivered under this contract will not, to the best of Contractor's knowledge, infringe upon the copyright or any other proprietary rights of any third party. Should any aspect of the materials become, or in Contractor's opinion be likely to become, the subject of any infringement claim or suit, Contractor shall procure the rights to such material or replace or modify the material to make it non-infringing.

22. DEBARMENT AND SUSPENSION

Contractor certifies to the best of its knowledge and belief, that it:

- (1) is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency or any political subdivision or agency of the State of Mississippi;
- (2) has not, within a three year period preceding this qualification, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction;
- (3) has not, within a three year period preceding this qualification, been convicted of or had a civil judgment rendered against it for a violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (4) is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in paragraph two (2) and (3) of this certification; and,

(5) has not, within a three year period preceding this qualification, had one or more public transactions (federal, state, or local) terminated for cause or default.

23. DISCLOSURE OF CONFIDENTIAL INFORMATION

In the event that either party to this agreement receives notice that a third-party has served upon it a subpoena or other validly issued administrative or judicial process ordering divulgence of the other party's data or other confidential or otherwise protected information, the party subject to the subpoena or other legal process shall promptly inform the other party at the earliest reasonable opportunity, unless prohibited by law from doing so. Thereafter, the party subject to the legal process shall respond to the extent mandated by law. This section shall survive the termination or completion of this agreement. The parties agree that this section is subject to and superseded by Miss. Code Ann. §§ 25-61-1 *et seq.*

24. E-PAYMENT

Contractor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The agency agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies," which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of invoice. Mississippi Code Ann. § 31-7-301 *et seq.*

25. E-VERIFICATION

If applicable, Contractor represents and warrants that it will ensure its compliance with the *Mississippi Employment Protection Act* and will register and participate in the status verification system for all newly hired employees. Mississippi Code Ann. §§ 71-11-1 and 71-11-3. Contractor agrees to provide a copy of each verification upon request of the MDE subject to approval by any agencies of the United States Government. Contractor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws. The breach of this agreement may subject Contractor to the following:

- (1) termination of this contract and exclusion pursuant to Chapter 15 of the Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations;
- (2) the loss of any license, permit, certification or other document granted to Contractor by an agency, department or governmental entity for the right to do business in Mississippi; or,
- (3) both.

In the event of such termination, Contractor would also be liable for any additional cost incurred by the Agency due to Contract cancellation or loss of license or permit to do business in the state.

26. ENTIRE AGREEMENT

This agreement, including all contract documents, represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations or agreements, irrespective of whether written or oral. This agreement may be altered, amended, or modified only by a written document executed by the MDE and Contractor. Contractor acknowledges that it has thoroughly read all contract documents and has had the opportunity to receive competent advice and counsel necessary for it to form a full and complete understanding of all rights and obligations

herein. Accordingly, this agreement shall not be construed or interpreted in favor of or against the MDE or Contractor on the basis of draftsmanship or preparation hereof.

27. EXCEPTIONS TO CONFIDENTIAL INFORMATION

Contractor and the State shall not be obligated to treat as confidential and proprietary any information disclosed by the other party (“disclosing party”) which:

- (1) Is rightfully known to recipient prior to negotiations leading to this agreement, other than information obtained in confidence under prior engagements;
- (2) is generally known or easily ascertainable by nonparties of ordinary skill in the business of the customer;
- (3) is released by the disclosing party to any other person, firm, or entity (including governmental agencies or bureaus) without restriction;
- (4) is independently developed by the recipient without any reliance on confidential information;
- (5) is or later becomes part of the public domain or may be lawfully obtained by the State or Contractor from any nonparty; or,
- (6) is disclosed with the disclosing party’s prior written consent.

28. EXCEPTIONS TO SOLICITATION

Offerors taking exception to any part of the solicitation shall clearly indicate such exceptions in its offer. Failure to indicate any exception will be interpreted as the Offeror’s intent to comply fully with the requirements as written. Conditional or qualified offers, unless specifically allowed, shall be subject to rejection in whole or in part.

29. EXPENSES INCURRED IN THE PROCUREMENT PROCESS

All parties participating in the procurement process with regard to this solicitation shall bear their own costs of participation, pursuant to Section 1.4.4 of the *Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations*.

30. FAILURE TO DELIVER

In the event of failure of Contractor to deliver services in accordance with the contract terms and conditions, the MDE after due oral or written notice, may procure the services from other sources and hold Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the MDE may have.

31. FAILURE TO ENFORCE DOES NOT CONSTITUTE WAIVER

Failure by the MDE at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the MDE to enforce any provision at any time in accordance with its terms.

32. FORCE MAJEURE

Each party shall be excused from performance for any period and to the extent that it is prevented from performing any obligation or service, in whole or in part, as a result of cause beyond the reasonable control and without the fault or negligence of such party and/or its subcontractors.

Such acts shall include without limitation acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, earthquakes, floods or other

Any disclosure of those materials, documents, data, and other information which Contractor has designated in writing as proprietary and confidential shall be subject to the provisions of Mississippi Code Annotated §§ 25-61-9 and 79-23-1. As provided in the contract, the personal or professional services to be provided, the price to be paid, and the term of the contract shall not be deemed to be a trade secret, or confidential commercial or financial information.

37. INFRINGEMENT INDEMNIFICATION

Contractor warrants that the materials and deliverables provided to the MDE under this agreement, and their use by the MDE, will not infringe or constitute an infringement of any copyright, patent, trademark, or other proprietary right. Should any such items become the subject of an infringement claim or suit, Contractor shall defend the infringement action and/or obtain for the MDE the right to continue using such items without additional cost to the Agency. Should Contractor fail to obtain for the MDE the right to use such items, Contractor shall suitably modify them to make them non-infringing or substitute equivalent software or other items at Contractor's expense.

In the event the above remedial measures cannot possibly be accomplished, and only in that event, Contractor may require the MDE to discontinue using such items, in which case Contractor will refund to the MDE the fees previously paid by the MDE for the items the customer may no longer use, and shall compensate the MDE for the lost value of the infringing part to the phase in which it was used, up to and including the contract price for said phase. Said refund shall be paid within 10 business days of notice to the MDE to discontinue said use.

Scope of Indemnification: Provided that the MDE promptly notifies Contractor in writing of any alleged infringement claim of which it has knowledge, Contractor shall defend, indemnify, and hold harmless the MDE against any such claims, including but not limited to any expenses, costs, damages and attorney fees that a court finally awards for infringement based on the programs and deliverables provided under this agreement.

In the MDE's sole discretion, upon approval of the Office of the Mississippi Attorney General and the MDE, Contractor may be allowed to control the defense of any such claim, suit, etc. In the event Contractor defends said claim, suit, etc., Contractor shall use legal counsel acceptable to the Office of the Mississippi Attorney General and the MDE. Contractor shall be solely responsible for all costs and/or expenses associated with such defense, and the MDE shall be entitled to participate in said defense. Contractor shall not settle any claim, suit, etc. without the concurrence of the Office of the Mississippi Attorney General and the MDE, which shall not be unreasonably withheld.

38. LEGAL AND TECHNICAL SUPPORT

Contractor shall utilize its knowledge and understanding of applicable legal standards and comply with recognized professional standards and generally accepted measurement principles applicable to assessments and uses of the type described in this contract, including but not limited to standards relating to validity and reliability. Contractor shall consult with the MDE concerning its implementation of the requirements of this section. In the event of a challenge in which the validity or reliability of the use of an assessment developed under this contract is an issue (other than a challenge based on infringement of copyright or other proprietary rights of a third party), Contractor shall cooperate with the MDE and/or the State of Mississippi in the defense of the assessment and shall provide reasonable technical and legal support with regard to Contractor's activities under this contract without additional charges to the MDE or the State.

39. MODIFICATION OR RENEGOTIATION

The parties agree to renegotiate the agreement in good faith if federal and/or state revisions to any applicable laws or regulations make changes in this agreement necessary. This agreement may be modified only by written agreement signed by the parties hereto and approval by the SBE and Public Procurement Review Board, if required.

40. NO LIMITATION OF LIABILITY

Nothing in this agreement shall be interpreted as excluding or limiting any tort liability of Contractor for harm caused by the intentional or reckless conduct of Contractor or for damages incurred through the negligent performance of duties by Contractor or the delivery of products that are defective due to negligent construction.

41. ORAL STATEMENTS

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this contract. All modifications to the contract shall be made in writing by the MDE, agreed to by Contractor and approved by the SBE and Public Procurement Review Board, if required.

42. PAYMODE

Payments by the MDE using the state's accounting system shall be made and remittance information provided electronically as directed by the state and deposited into the bank account of Contractor's choice. The MDE may, at its sole discretion, require Contractor to electronically submit invoices and supporting documentation at any time during the term of this Agreement. Contractor understands and agrees that the Agency is exempt from the payment of Mississippi taxes. All payments shall be in United States currency.

43. PRICE ADJUSTMENT

- (1) **Price Adjustment Methods.** Any adjustments in contract price, pursuant to a clause in this contract, shall be made in one or more of the following ways:
- a. must be stated in the solicitation describing the method in which any price adjustment will be calculated, the triggering event which makes the price adjustment clause to be enacted.
 - b. by agreement on a fixed price adjustment before commencement of the Additional performance;
 - c. by unit prices specified in the contract;
 - d. by the costs attributable to the event or situation covered by the clause, plus appropriate profit or fee, all as specified in the contract; or,
 - e. by the price escalation clause.
- (2) **Submission of Cost or Pricing Data.** Contractor shall provide cost or pricing data for any price adjustments.

44. PRICE CERTIFICATION

Any Offeror submitting a response to this solicitation agrees and certifies that it will honor its pricing and all terms and conditions herein for the duration of the contract term described in this solicitation. By submitting a response hereto, Offeror agrees to accept a contract pursuant to the requirements of Section 14.15 of the Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations if so requested by the procuring Agency.

45. PROCUREMENT REGULATIONS

This solicitation shall be governed by the applicable provisions of the Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations, a copy of which is available on the Mississippi Department of Finance and Administration's website

(www.dfa.ms.gov). Any offeror responding to a solicitation for personal and professional services and any contractor doing business with a state Agency is deemed to be on notice of all requirements therein.

47. PROPERTY RIGHTS

Property rights do not inure to any offeror until such time as services have been provided under a legally executed contract. No party responding to this solicitation has a legitimate claim of entitlement to be awarded a contract or to the provision of work thereunder. The MDE is under no obligation to award a contract and may terminate a legally executed contract at any time.

48. RECOVERY OF MONEY

Whenever, under the contract, any sum of money shall be recoverable from or payable by Contractor to the MDE, the same amount may be deducted from any sum due to Contractor under the contract or under any other contract between Contractor and the MDE. The rights of the MDE are in addition and without prejudice to any other right the MDE may have to claim the amount of any loss or damage suffered by the MDE on account of the acts or omissions of Contractor.

49. RENEWAL OF CONTRACT

The contract may be renewed at the discretion of the MDE for the term specified in the solicitation under the same prices, terms, and conditions as in the original contract. The total number of renewal years permitted shall not exceed the term specified in the solicitation.

50. OFFEROR'S REPRESENTATION REGARDING CONTINGENT FEES

By responding to the solicitation, the offeror represents that it has not retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract. If the offeror cannot make such a representation, a full and complete explanation shall be submitted in writing with the offeror's response.

51. REPRESENTATION REGARDING GRATUITIES

Offeror represents that it has not, is not, and will not offer, give, or agree to give any employee or former employee of the MDE a gratuity or offer of employment in connection with any approval, disapproval, recommendation, development, or any other action or decision related to the solicitation and resulting contract. Offeror further represents that no employee or former employee of the MDE has or is soliciting, demanding, accepting, or agreeing to accept a gratuity or offer of employment for the reasons previously stated; any such action by an employee or former employee in the future, if any, will be rejected by offeror. Offeror further represents that it is in compliance with the Mississippi Ethics in Government laws, codified at Mississippi Code Annotated §§ 25-4-101 through 25-4-121, and has not solicited any employee or former employee to act in violation of said law.

52. REQUIRED PUBLIC RECORDS AND TRANSPARENCY

Upon execution of a contract, the provisions of the contract which contain the personal or professional services provided, the unit prices, the overall price to be paid, and the term of the contract shall not be deemed to be a trade secret or confidential commercial or financial information pursuant to Mississippi Code Annotated § 25-61-9(7). The contract shall be posted publicly on www.transparency.ms.gov and shall be available for at the Agency for examination, inspection, or reproduction by the public. The contractor acknowledges and agrees that the MDE and this contract are subject to the Mississippi Public Records Act of 1983 codified at Mississippi Code Annotated §§ 25-61-1, et seq. and its exceptions, Mississippi Code Annotated § 79-23-1, and the *Mississippi Accountability and Transparency Act of 2008*, codified at Mississippi Code Annotated §§ 27-104-151, et seq.

53. RIGHT TO AUDIT

Contractor shall maintain such financial records and other records as may be prescribed by the MDE or by applicable federal and state laws, rules, and regulations. Contractor shall retain these records for a period of three years after final payment, or until they are audited by the MDE, whichever event occurs first. These records shall be made available during the term of the contract and the subsequent three-year period for examination, transcription, and audit by the Mississippi State Auditor's Office, its designees, or other authorized bodies.

54. RIGHT TO INSPECT FACILITY

The MDE may, at reasonable times, inspect the place of business of a Contractor or any subcontractor which is related to the performance of any contract awarded by the MDE.

55. SEVERABILITY

If any part of this agreement is declared invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of the agreement that can be given effect without the invalid or unenforceable provision, and to this end the provisions hereof are severable. In such event, the parties shall amend the agreement as necessary to reflect the original intent of the parties and to bring any invalid or unenforceable provision in compliance with applicable law.

56. STATE PROPERTY

Contractor will be responsible for the proper custody and care of any state-owned property furnished for Contractor's use in connection with the performance of this agreement. Contractor will reimburse the state for any loss or damage, normal wear and tear excepted.

57. STOP WORK ORDER

The MDE may, by written order to Contractor at any time, require Contractor to stop all or any part of the work called for by this contract. This order shall be for a period of time specified by the MDE. Upon receipt of such an order, Contractor shall forthwith comply with its terms and take all reasonable steps to minimize any further cost to the MDE. Upon expiration of the stop work order, Contractor shall resume providing the services which were subject to the stop work order, unless the MDE has terminated that part of the agreement or terminated the agreement in its entirety. The MDE is not liable for payment for services which were not rendered due to the stop work order.

58. TERMINATION

Termination for Convenience. The MDE may, when the interests of the Agency so require, terminate this contract in whole or in part, for the convenience of the Agency. The MDE shall give written notice of the termination to Contractor specifying the part of the contract terminated and when termination becomes effective. Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination Contractor will stop work to the extent specified. Contractor shall complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

Termination for Default. If the MDE gives the Contractor a notice that the personal or professional services are being provided in a manner that is deficient, the Contractor shall have 30 days to cure the deficiency. If the Contractor fails to cure the deficiency, the MDE may terminate the contract for default and the Contractor will be liable for the additional cost to the MDE to procure the personal and professional services from another source. Termination under this paragraph could result in Contractor being excluded from future contract awards pursuant to Chapter 15 of the Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations. Any termination wrongly labelled termination for default shall be deemed a termination for convenience.

Appendix C – Exception to the Standard Terms and Conditions

Clause #	Page #	Exception Reason	MDE Acceptance
		(Short description of exception made)	

Appendix F – ACKNOWLEDGEMENT OF AMENDMENT

The Question-and-Answer and any other amendment shall be signed, if issued. The Question-and-Answer amendment will be posted on the MDE website under “Public Notice” RFP/RFQ/RFA/Invitation section. It is the sole responsibility of all interested vendors to monitor the MDE website for updates regarding any amendment to the solicitations.

Note: *If questions are not received by the MDE an amendment will not be posted and the Acknowledgement of Amendment process shall be waived.*

Appendix G – ASSURANCES AND CERTIFICATION

REPRESENTATION REGARDING CONTINGENT FEES: Offeror represents that it has not retained a person to solicit or secure a state contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in Offeror's proposal.

REPRESENTATION REGARDING GRATUITIES: Offeror represents that it has not, is not, and will not offer, give, or agree to give any employee or former employee of the MDE a gratuity or offer of employment in connection with any approval, disapproval, recommendation, development, or any other action or decision related to the solicitation and resulting contract. Offeror further represents that no employee or former employee of the MDE has or is soliciting, demanding, accepting, or agreeing to accept a gratuity or offer of employment for the reasons previously stated; any such action by an employee or former employee in the future, if any, will be rejected by contractor. Offeror further represents that it is in compliance with the Mississippi Ethics in Government laws, codified at Mississippi Code Annotated §§ 25-4-101 through 25-4-121, and has not solicited any employee or former employee to act in violation of said law.

CERTIFICATION OF INDEPENDENT PRICE DETERMINATION: The Offeror certifies that the prices submitted in response to the solicitation have been arrived at independently and without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Offeror or competitor relating to those prices, the intention to submit a proposal, or the methods or factors used to calculate the prices bid.

PROSPECTIVE CONTRACTOR'S REPRESENTATION REGARDING CONTINGENT

FEES: The prospective Contractor represents as a part of such Offeror's proposal that such Offeror has not retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract.

NON-DEBARMENT: This certification is a material representation of fact relied upon by the Contracting Agencies. If it is later determined that the Offeror did not comply with 2 C.F.R. part 180, subpart C, and 2 C.F.R. part 3000, subpart C, in addition to remedies available to DFA and other Contracting Agencies, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

COMPLIANCE WITH EQUAL OPPORTUNITY IN EMPLOYMENT POLICY: Offeror

understands

that the MDE is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and Contractor agrees during the term of the agreement that Contractor will strictly adhere to this policy in its employment practices and provision of services.

I make the following certifications and assurances as a required element of this submission to which it is attached. The understanding that the truthfulness of the facts affirmed here and the continued compliance with these requirements are conditions precedent to the award or continuation of the related contract(s).

Name: Meagan Welch

Title: Media Executive

Signature: Meagan Welch Date: 1/8/20

Appendix H – RELEASE OF PROPOSAL AS PUBLIC RECORD

Offerors **shall acknowledge** which of the following statements is applicable regarding release of its proposal as a public record. *An Offeror may be deemed non-responsive if the Offeror does not acknowledge either statement, acknowledges both statements, or fails to comply with the requirements of the statement acknowledged.*

Choose one:

_____ Along with a complete copy of its proposal, Offeror has submitted a second copy of the proposal in which all information Offeror deems to be confidential commercial and financial information and/or trade secrets is redacted in black. Offeror acknowledges that it may be subject to exclusion pursuant to Chapter 15 of the *PPRB OPSCR Rules and Regulations* if the MDE or the Public Procurement Review Board determine redactions were made in bad faith in order to prohibit public access to portions of the proposal which are not subject to Mississippi Code Annotated §§ 25-61-9, 75- 26-1 through 75-26-19, and/or 79-23-1. Offeror acknowledges and agrees that the MDE may release the redacted copy of the proposal at any time as a public record without further notice to Offeror. An Offeror who selects this option but fails to submit a redacted copy of its proposal may be deemed non- responsive.

Offeror hereby certifies that the complete unredacted copy of its proposal may be released as a public record by the MDE at any time without notice to Offeror. The proposal contains no information Offeror deems to be confidential commercial and financial information and/or trade secrets in accordance with Mississippi Code Annotated §§ 25-61- 9, 75-26-1 through 75-26-19, and/or 79-23-1. Offeror explicitly waives any right to receive notice of a request to inspect, examine, copy, or reproduce its bid as provided in Mississippi Code Annotated § 25-61-9(1)(a). An Offeror who selects this option but submits a redacted copy of its proposal may be deemed non-responsive.

Appendix I – MDECONTRACTS

The prospective contractor represents that contractor **does ()** or **does not (X)** have a current contract(s) with the Mississippi Department of Education.

The MDE has the right to review and align solicited services with a contractor’s current awarded contract for services to ensure conflicts and/or limitations do not exist. If conflicts and/or limitations exist, the MDE at its discretion may reject the Offeror’s proposal and the Offeror will not be considered for an award for this solicited service.

Potential contractors are required to provide a listing of each executed contract or contract applied, please provide the following:

Program Office Name	
Contract Service	
Contract Amount	\$
Contract Dates of Service	

Program Office Name	
Contract Service	
Contract Amount	\$
Contract Dates of Service	



Michael Watson

SECRETARY OF STATE

This is not an official certificate of good standing.

Name History

Name	Name Type
Gray Local Media, Inc.	Legal
Gray Media Group, Inc.	Previous Legal
Raycom Media, Inc.	Previous Legal

Business Information

Business Type:	Profit Corporation
Business ID:	1022412
Status:	Good Standing
Effective Date:	06/06/2013
State of Incorporation:	DE
Principal Office Address:	4370 Peachtree Road , NE Suite 400 Atlanta, GA 30319

Registered Agent

Name
 C T CORPORATION SYSTEM
 8927 Lorraine Rd. Suite 204-A
 Gulfport , MS 39503

Officers & Directors

Name	Title
D. Patrick LaPlatney 4370 Peachtree Road, NE Suite 400 Atlanta, GA 30319	Director
Kevin P. Latek 4370 Peachtree Road,, NE Suite 400 Atlanta, GA 30319	Director, Secretary
Hilton H. Howell Jr 4370 Peachtree Road,, NE Suite 400 Atlanta, GA 30319	Director, Chief Executive Officer

Robert J. Folliard III
4370 Peachtree Road, NE Suite
400
Atlanta, GA 30319

Assistant Secretary

Ellenann B. Yelverton
4370 Peachtree Road,, NE Suite
400
Atlanta, GA 30319

Assistant Secretary

John C. Alexander Jr
4370 Peachtree Road,, NE Suite
400
Atlanta, GA 30319

Assistant Secretary



Executive Leadership

Hilton H. Howell, Jr. – Executive Chairman & Chief Executive Officer

Pat LaPlatney – President & Co-Chief Executive Officer

Sandra Breland – Chief Operating Officer Gray Media

Kevin P. Latek – Chief Legal & Development Officer (Executive VP & Secretary)

Jeff Gignac – Executive Vice President & Chief Financial Officer

Mike Braun – Senior Managing Vice President, Chief Digital Officer

Collin Gaston – Senior Managing Vice President Gray Media

Mike King – Senior Managing Vice President, Chief Marketing Officer

Matt Moran – Senior Managing Vice President

Dana Neves – Senior Managing Vice President

Ronna Steber – Senior Managing Vice President

Lee Zurik – Senior Vice President, News Strategy & Innovation



Kristal Howell
Director of Sales



Sara Jane Cole
Local Sales Manager



Meagan Welch
Media Executive



Kasie Gulliot
Assistant Media Executive



LaKyiah Rivers
Assistant Digital Media Executive



Kristal Howell
Director of Sales

Kristal Howell is a results-driven professional with a demonstrated track record of success in the media industry. With eight years of dedicated service at Gray TV and Gray Digital Media, Kristal has continually proven her leadership and business acumen. Currently serving as the General Sales Manager, she has shown a remarkable ability to drive revenue and foster strong client relationships. In recognition of her outstanding contributions, Kristal was honored with a nomination for Business Woman of the Year by the Mississippi Journal in 2023. This acknowledgment reflects her commitment to excellence and her significant impact within the industry.

With a wealth of experience in digital advertising, Kristal possesses a deep understanding of the evolving landscape of digital marketing. Her expertise extends to various platforms, and she holds certifications in Google Analytics 4, Google AdWords, and Google Video. These certifications underscore her proficiency in leveraging digital tools to maximize advertising impact and drive business growth.

Kristal's passion for empowering clients is evident in her dedication to utilizing the power of Gray TV, Gray Digital Media and WLBT to help businesses thrive. Her strategic mindset and collaborative approach make her an invaluable asset, consistently delivering innovative solutions and tangible results for her clients.

As a forward-thinking professional, Kristal remains committed to driving success in the media and advertising space, and her dynamic leadership continues to inspire those around her while positively impacting our client's bottom line.



Sara Jane Cole
Local Sales Manager

With more than 13 years of experience in broadcast television and digital advertising, this results-driven sales leader has built a career around accelerating revenue growth, developing high-performing teams, and delivering innovative advertising solutions. Renowned for consultative selling and strategic business development, she consistently bridges the gap between evolving media products and client needs through customized, ROI-focused campaigns.

Her leadership tenure at Nexstar Media Group spanned multiple sales management roles, including Digital Sales Manager, Local Sales Manager, and National Sales Manager. During this time, she successfully managed multimedia budgets and exceeded revenue targets year after year. As a hands-on leader, she mentored and managed teams, implemented performance-driven sales strategies, and created a streamlined onboarding and training program.

Earlier in her career, she excelled as a Multimedia Account Executive at Capitol Broadcasting Company's FOX 50 in large TV market, Raleigh, North Carolina. Recognized as a multi-year Salesperson of the Year and consistently exceeded new business and digital revenue goals at one of the top FOX affiliates in the country. She also pioneered innovative initiatives that generated incremental revenue for the digital properties.

Throughout her career, she has demonstrated a rare combination of strategic vision, operational excellence, and hands-on sales leadership. Her proven ability to grow revenue, mentor talent, and adapt to changing media and technology landscapes positions her as a trusted leader and

growth driver



Meagan Welch
Media Executive

With a passion for marketing and a dedication to fostering growth in local businesses, I have cultivated a decade-long career in sales. Armed with a Marketing degree from Mississippi State University, I embarked on a journey to blend my academic knowledge with hands-on experience, shaping impactful strategies that propel businesses forward.

My professional journey began in retail sales, where I honed my skills in client relations, strategic negotiations, and the art of closing deals. This foundation laid the groundwork for my transition into the dynamic world of advertising, specifically within the travel sector. Here, I discovered my niche—leveraging my marketing acumen to create compelling campaigns that not only attract but also engage audiences. Looking forward, I am excited by the evolving landscape of digital marketing and its potential to revolutionize how businesses connect with their audiences.

I remain committed to staying at the forefront of industry trends, continuously refining my skills to deliver innovative solutions that foster sustainable growth for local businesses in the travel sector. In essence, my journey in sales and advertising is driven by a passion for creating meaningful connections, achieving tangible results, and empowering local businesses to thrive in an increasingly competitive market.



Kasie Gulliot

Assistant Media Executive

Kasie supports multimedia and executive functions—likely assisting with content coordination, administrative tasks, and cross-department communication within the newsroom or corporate team. Her professional network includes connections in media and communications, reflecting engagement with peers and professionals in the local broadcast industry. She has developed experience in multimedia support, coordination, and executive administration in a media context, contributing to the operations of a key regional news organization.



LaKyiah Rivers

Assistant Digital Media Executive

LaKyiah Rivers is an accomplished senior marketing graduate currently working as a Media Executive Assistant at WLBT, a major television station, where she supports media and marketing operations. In her role, she contributes to digital campaign management, marketing research, and analytics initiatives, helping to drive audience engagement and support the station's promotional efforts.

LaKyiah has also demonstrated commitment to professional development, including earning certifications such as Google Analytics 4, which strengthens her ability to analyze data and make informed marketing decisions.

Appendix D-References

Client Name	MS Department of Wildlife, Fisheries, & Parks
Contact Name and Title	Jeremy Bass; Director
Contact Address	1505 Eastover Dr, Jackson, MS 39211
Contact Telephone Number	601-432-2400
Email Address	Jeremy.Bass@wfp.ms.gov
Type of work provided to the client	Long-form and Commercial Production; Broadcast & Digital media Placement
Effective contract dates for the time frame services were/are being provided to client	June - August 2025

Client Name	Jackson Water
Contact Name and Title	Aisha Carson; Communications
Contact Address	1054 Greymont St. Jackson, MS 39202
Contact Telephone Number	601-500-7922
Email Address	aisha@jxnwater.com
Type of work provided to the client	Advertising & Communications
Effective contract dates for the time frame services were/are being provided to client	2023 - Present

Client Name	Mississippi Insurance Department
Contact Name and Title	Beth Reiss; Assistant to Commissioner Chaney
Contact Address	501 N West St #1001, Jackson, MS 39201
Contact Telephone Number	769-220-2276
Email Address	Beth.Reiss@mid.ms.gov
Type of work provided to the client	Raising awareness of Fire safety through Cooking and propane usage.
Effective contract dates for the time frame services were/are being provided to client	November 2025 - Current

Appendix E - REFERENCE SCORE SHEET

Offeror Name:
Reference Name:
Person Contacted, Title/Position:
Date/Time Contacted:
Service From/To Dates:

Able to provide services when you called?	Yes	No
Satisfied with the services provided? If no, please explain.	Yes	No
Offeror easy to work with in scheduling services?	Yes	No
Was the service completed on time and within budget?	Yes	No
Offeror listened when issues were presented to resolve conflict? (If never had an issue, please check here ____.)	Yes	No
Would you hire them again?	Yes	No
Would you recommend them?	Yes	No

Potential Offeror must have a minimum of 6 “yes” answers on the questions above from two references (total of 12 “yes” answers) to be considered responsible and to be considered.

Score: Pass/Fail

Do you have any business, professional or personal interest with the Offeror? If yes, please explain.	Yes	No
---	-----	----

A “yes” to the above question may result in an automatic disqualification of the provided reference; therefore, resulting in a score of zero as responses to previous questions become null and void.

Notes:

Program Director: _____
Signature
Title
Date

WVLT3



Founded December 19, 1953 → 72 years old in 2026.

Employee Size (average past 2 years):

149 in 2024

150-159 in 2025

Average Total: 150-155 employees



Today, Gray is the nation's largest owner of top-rated local television stations and digital assets serving 113 television markets that collectively reach approximately 37 percent of US television households. The portfolio includes 78 markets with the top-rated television station and 99 markets with the first and/or second highest rated television station during 2024, as well as the largest Telemundo Affiliate group with 44 markets. The company also owns Gray Digital Media, a full-service digital agency offering national and local clients digital marketing strategies with the most advanced digital products and services. Gray's additional media properties include video production companies Raycom Sports, Tupelo Media Group, and PowerNation Studios, and studio production facilities Assembly Atlanta and Third Rail Studios.



OUR PROMISE...

At Gray Media, we prioritize your privacy and strive to adhere to all industry requirements and best practices. Your digital ads are guaranteed placement in brand-safe environments, whether on our trusted news platforms or across the broader digital landscape. You are guaranteed agency performance without the agency fees and full campaign transparency.

OUR DIGITAL SOLUTIONS

Reach your consumer no matter where they are in their journey.





gray

OUR Goal...

Raise awareness to parents of children in the public school systems Mississippi to bring awareness of the MDE: Office of Child Nutrition's Summer Food Service Program. This way children are fed and ready to learn when returning to school in the fall.



The Plan of Action - outline

Production Meetings	Production of :30 second commercial including Scripts, Footage Capture, and Final Edits
Kick off of campaign Week of May 27th:	Director of Summer Feeding program coming on Studio 3 to speak about the summer Feeding Program
Week 1: June 1 Native Articles & Broadcast Schedules Launch	These are ads disguised as news articles on the front of all Gray stations in the state of Mississippi. WTOK, WLOX, WDAM, WLBT, & WMC
Week 2: June 7 Digital Out-of-Home Launch	Digital Billboards targeting Low income housing individuals
Week 5: June 22 Campaign Wrap-up	Last week of active campaign
Week 6: June 29 Campaign overview	Meet with MED to speak of Campaign metrics



The Plan of Action - WLOX

Broadcast Schedule

WLOX											
GOOD MORNING MISS (SA)	:30	3	3	3	p10.1				3	\$50.00	
GRPs/Impressions					90.9					9	
SHR					53.8						
CPP/CPM					\$4.95						
Mo-Fr 5:00a-6:00a					Run Dates: 1/1/2018-12/31/2036						
WLOX MIDDAY NEWS	:30	3	3	3	p8.6				3	\$50.00	
GRPs/Impressions					77.4					9	
SHR					31.7						
CPP/CPM					\$5.81						
Mo-Fr 11:00a-11:30a					Run Dates: 4/23/2018-12/31/2036						
THE 4 O'CLOCK SHOW	:30	3	3	3	p13.0				3	\$75.00	
GRPs/Impressions					117.0					9	
SHR					38.5						
CPP/CPM					\$5.77						
Mo-Fr 4:00p-5:00p					Run Dates: 8/5/2024-12/31/2036						
GOOD MORNING MISS EARLY	:30	3	3	3	p5.9				3	\$20.00	
GRPs/Impressions					53.1					9	
SHR					46.0						
CPP/CPM					\$3.39						
Mo-Fr 4:30a-5:00a					Run Dates: 1/1/2018-12/31/2036						
General Summary (CS-Households CS,000)											
Description	Spots	Cost	GRPs	Impressions (000)	Reach	Freq	3+ Reach	CPP	CPM	Net Reach	Population
WLOX	36	\$1,755.00	312.3	338.4	85.3	3.7	52.7	\$5.62	\$5.19	92,274	108,173
Native Article											
June 1											
\$400											



The Plan of Action - WDAM

Flight Dates: 6/1/2026-6/2

Program Time	Spot Length	JN JN JN JN							Households CS,000			W k s	
		1	8	15	22	1	8	15	22	1	8		15
WDAM													
5A-9A NEWS/TODAY	:30		5	5	5	5			6.6				4
GRPs/Impressions									132				
SHR									38.8				
CPP/CPM									\$9.85				
Mo-Fr 5:00a-9:00a													
RTF Comment													
9A-5P DAYTIME BONUS	:30		7	7	7	7			4.3				4
GRPs/Impressions									120.4				
SHR									21.2				
CPP/CPM									\$0.00				
Mo-Fr 9:00a-5:00p													
RTF Comment													
5P-1035P NEWS/PRIME	:30		2	2	2	2			9.7				4
GRPs/Impressions									77.6				
SHR									30.3				
CPP/CPM									\$15.46				
Mo-Fr 5:00p-10:35p													
RTF Comment													
5P-1035P NEWS/PRIME BONUS	:30		2	2	2	2			9.7				4
GRPs/Impressions									77.6				
SHR									30.3				
CPP/CPM									\$0.00				
Mo-Fr 5:00p-10:35p													
RTF Comment													

General Summary (CS-Households CS,000)

Description	Spots	Cost	GRPs	Impressions (000)	Reach	Freq	3+ Reach	CPP	CPM	Net Reach	Population
WDAM	64	\$2,500.00	522.4	407.6	93.5	5.6	67.6	\$4.79	\$8.13	73,092	78,185

Native Article

June 1

\$150



The Plan of Action - WTOK

WTOK		12	11	12	10	6.2	4	\$40.00
MORNING NEWS ROTATION	:30					279		45
GRPs/Impressions						63.4		
SHR						\$6.45		
CPP/CPM								
Mo-Fr 5:00a-7:00a								
LIVE WITH KELLY & RYAN	:30	5	5	5	5	82	4	\$20.00
GRPs/Impressions						35.3		20
SHR						\$4.88		
CPP/CPM								
Mo-Fr 9:00a-10:00a								
MID-DAY NEWS 11 WLBT	:30	5	5	5	5	56	4	\$15.00
GRPs/Impressions						25.7		20
SHR						\$5.36		
CPP/CPM								
Mo-Fr 11:00a-11:30a								
WTOK Totals		22	21	22	20		Spots: 85	
						GRP/(000)		
						CPP/CPM:		
						Reach:		
						Frequency:		

General Summary (CS-Households CS.000)

Description	Spots	Cost	GRPs	Impressions (000)	Reach	Freq	CPP	CPM
WTOK	85	\$2,500.00	946.5	417.0	91.6	10.3	\$2.64	\$6.00

	June 1	\$125
Native Article		



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The Plan of Action - WLBT

Program Time	Spot Length	A18+ CS.000 A18+ CS.RTG							Wk Spots	Rate
		JN	JN	JN	JN	JN	JN	JN		
WLBT										
WLBT 5AM NEWS	:30	5	5	5	5	5	3.9	4	\$50.00	20
GRPs/Impressions							184.0			
SHR							24.1			
CPP/CPM							\$5.43			
Mo-Fr 5:00a-5:30a							\$12.82			
RTF Comment										
Broadcast										
WLBT NOON NEWS	:30	5	5	5	5	5	6.6	4	\$50.00	20
GRPs/Impressions							312.0			
SHR							22.2			
CPP/CPM							\$3.21			
Mo-Fr 12:00p-1:00p							\$7.58			
RTF Comment										
WLBT 5PM NEWS	:30	5	5	5	5	5	10.2	4	\$175.00	20
GRPs/Impressions							486.0			
SHR							25.4			
CPP/CPM							\$7.20			
Mo-Fr 5:00p-5:30p							\$17.16			
RTF Comment										

General Summary (CS-A18+ CS.000)										
Description	Spots	Cost	GRPs	Impressions (000)	Reach	Freq	3+ Reach	CPP	CPM	Net Reach
WLBT	60	\$5,500.00	414.0	982.0	85.6	4.8	59.2	\$13.29	\$5.60	203,105
										237,211

Digital Out-of-Home	\$5,000	Digital Billboards that target Low income areas
Native Article	\$800	Article on the front of WLBT.com for 24 hours



The Plan of Action - WLBT

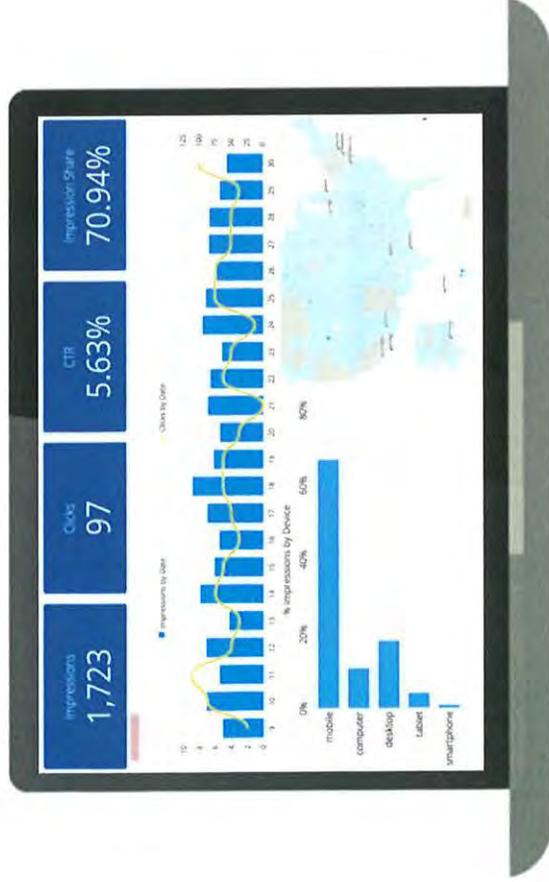
Streaming TV	\$20,000	Targeting low income individuals in the whole state of Mississippi
Targeted Video Ads	\$7,070	Video Ads targeting low income homes
Studio 3 Appearance	\$1,200	Live Interview at WLBT
Commercial Production	\$1,000	
Insights Dashboard	\$0	Digital Dashboard for client to access campaign measurables 2A/7



Budget Lay-Out

Station	Products	Investment
WLBT	Studio 3 Broadcast, Out-Of-Home Targeted Ads	\$10,570
WTOK	Native Article Broadcast Schedule	\$2,625
WDAM	Native Article Broadcast Schedule	\$2,650
WLOX	Native Article Broadcast Schedule	\$2,155
Total Investment:		\$48,000

Performance YOU CAN SEE - ANYTIME



Insights

RELIABILITY, INTEGRITY, &
TRANSPARENCY

Live dashboard access to all campaign performance metrics

Example Board: <https://insights.gray.tv/> Username: gdmdemo@gray.tv
Password: demodash123



Thank You

MEAGAN WELCH
ACCOUNT EXECUTIVE



715 S. Jefferson St.
Jackson, MS 39201

meagan.welch@wlbt.com

Main: 601.948.3333
Direct: 601.960.4451
Mobile: 601.500.0611



Your full service agency; without the agency fee.

Momentara[™]

Out-of-Home Advertising
Capabilities Overview

Momentara™

About Us

Momentara creates *impact, recall, and action* by weaving ads into the daily routines of consumers.

Our *in-the-moment* approach places messages into the world where and when they make sense, from the highway to the checkout aisle—or anywhere consumers are open to suggestions.



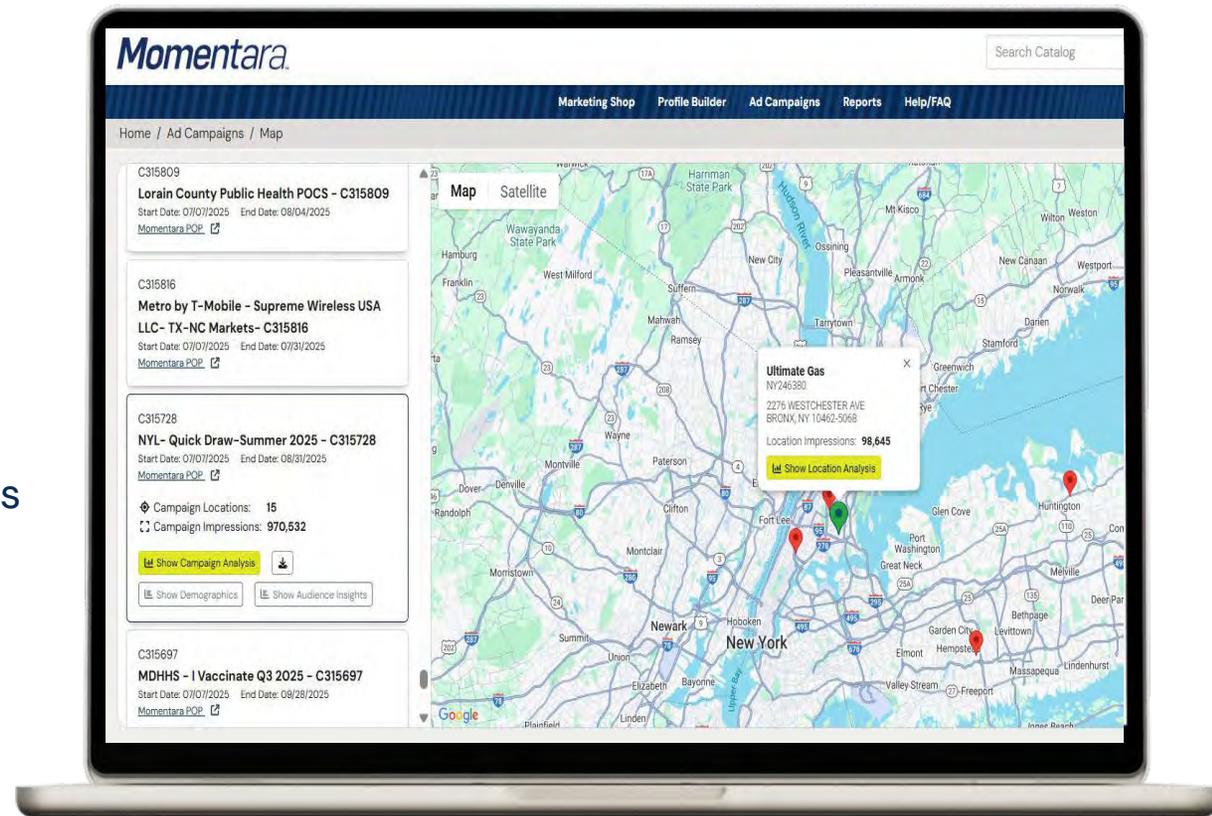
Campaign Dashboard

An Industry Exclusive

Audited data from Street**Metrics**, the standard for OOH planning and measurement.

**Available for all place-based campaigns.*

- Interactive map to view all locations
- Weekly impressions data
- Cumulative per-location impressions
- Download campaign reports
- Proof of performance
- Audience Insights & Demographics



Core Product Lines

PLACE-BASED OOH

Convenience Stores
Grocery & Retail
Bars & Restaurants
+ More

DIGITAL OOH

Dynamic
High-Visibility
Multiple Venue Types

MOVING OOH

Truckside Advertising
Digital Mobile Billboards
Dedicated Static Billboards

TO-THE-DOOR

Door Hangers
Pizza Box Ads
Takeout Flyers



Momentara[™]

Our Solutions
*Engaging Your Audience in
Moments That Matter*

Standee Advertising



Catch the eye of the consumer with our **Standee Advertising** as they enter and exit the store.

Guaranteed exposure and consumer interaction with **standees** strategically placed within preferred venue types.

BENEFITS:

Endless large-format creative options that can be audience specific, interactive, and informational

Target specific individuals and demographics where they live, work, and conduct commerce

Past Campaign Examples | Grocery Stores



Past Campaign Examples | Gyms and Health Clubs



Mobile Advertising in a Mobile World



Mobile Billboards put your ad in the right place at the right time.

Effectively Used For:

- Event Marketing
- Product Launches
- Store Openings
- Events
- Promotions
- Government
- PSA's
- Local Recruitment
- General Branding

Capture The Audience

Numerous Capabilities

Our high-quality LED screens have multiple capabilities from static images to animated art, or high-quality video accompanied sound.

Exclusive Presence

Guaranteed 100% SOV

More Locations.

More Impressions.

Consumers are driving or walking along side your ad with the ability to keep your campaign on the move.



Endless Route Options



Control when and where you want the truck to be with **fully customizable** routes.

Target **high profile events** or blanket an area with coverage reaching your desired audience.



Reach a consumer right at the point of purchase when the product is top of mind increasing your chance at a **higher reward and return on investment.**

Investment Summary

Retail Place-Based Advertising / Indoor

Media	Market	# of Locations	4 Week Rate Card/Location	4 Week Net Media/Location	Production Cost/Location	# of Periods	Estimated 18+ Impressions/Period	Total Net Media	Total Net Production	Total Cost	Discount
Standees	Mississippi	53	\$390.00	\$301.00	\$99.00	1	638,120	\$15,953.00	\$5,247.00	\$21,200.00	18.20%
Total Campaign Investment										\$21,200.00	18.20%

*One Ad per location

*Additional charges may apply if Momentara creates the ad content (\$250), more than 3 ad creatives are supplied (\$100/per), ad reformatting due to incorrect specs provided (\$250)

Mobile Billboard Advertising

Media	Market	# of Units	Daily Rate Card/Truck	Daily Net Media/Truck	# of Days	Estimated Impressions	Total Net Media	Total Cost
Digital Mobile Billboard Advertising	Mississippi	1	\$3,250.00	\$2,500.00	10	300,000	\$25,000.00	\$25,000.00

*Production included

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Total Investment:	\$46,200.00
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Clients at a Glance





Out-Of-Home Advertising

- **OOH is Back on the Rise**

U.S. OOH spend topped over \$9 billion in 2024, up 4.5% YOY.

Source: OAAA

- **Steady Growth into 2025 and Beyond**

Q1-2025 (U.S. \$1.9 billion) and Q2-2025 (U.S. \$2.86 billion) data reflects ongoing momentum. Forecasts expect OOH ad spending to grow steadily at 3-5% annually through 2028, and that the U.S. OOH market will surpass \$10 billion in 2027.

Sources: OAAA, and eMarketer

- **Digital OOH (DOOH) is the Main Growth Engine**

DOOH reached 34% of the total U.S. OOH spend and grew approximately 7-9% in 2024-25.

Source: OAAA

- **Shifts in Brand Budgets**

Marketers are pivoting from more saturated channels (e.g., broadcast) into OOH to strengthen visibility and engagement in physical spaces.

Source: OAAA



Why Momentara?

EXPERIENCE & TRUST. 78 Years of proven success executing complex, multi-product campaigns in more than 150 DMAs.

THE LARGEST OOH NETWORK IN THE COUNTRY. A full-time team dedicated to building and maintaining relationships with thousands of venues nationwide.

WORLD-CLASS PRODUCTION. Integrated, in-house printing, kitting, and shipping eliminates third-party variables, providing speed-to-market and logistical certainty.

PRECISION AUDIENCE TARGETING. Pinpoint your ideal audience, targeting by neighborhood, key demographics, household income, and lifestyle attributes.

A TEAM OF PASSIONATE ADVOCATES. A dedicated team of strategists and logistical experts obsessed with one thing: delivering on your brand's goals with certainty, every time.

Nationwide Coverage

Reaching Consumers In The moment

From hyperlocal targeting to full national rollouts, we provide unmatched reach

- **40,000+** distinct venues activated last year
- The capability to reach consumers in **every U.S. ZIP code**
- Flawless execution from **hyperlocal to national** rollouts
- Extensive **coast-to-coast** truckside media network
- The largest network of **retail partners**, including:



Walmart



STOP&SHOP



Kroger



Momentara

Trust

More Brands Trust Momentara

Multi-region, multi-asset, high-volume campaigns are complex and time-consuming. It's why more brands trust Momentara than any other OOH partner.

- 20,000+ OOH campaigns per year
- 40+ Fortune 500 brands
- 10 of the top 15 c-stores
- 8 of the top 20 QSRs
- 7 of the top 10 financial services brands
- 48 of 50 state governments



TECHNOLOGY INSIGHTS

Let Momentara be your one stop shop by accompanying your campaign with anything study and analytic related.

Detailed **demographic and audience data** shows who was exposed to your campaign—by age, gender, income, and more.

Our **attribution offerings** measure how exposure to ads influence action, using methods like mobile tracking and unique codes to connect ad views to store visits or online engagement.

Other Offerings include:

- Measurement
- Brand Lift
- Return on Ad Spend
- Shadowfencing
- Geofencing



Understand effectiveness



Make data-driven decisions



Demonstrate ROI

Thank **you!**

Momentara[™]

Nick Guzzo

National Account Executive
Nick.Guzzo@momentara.com
Momentara.com

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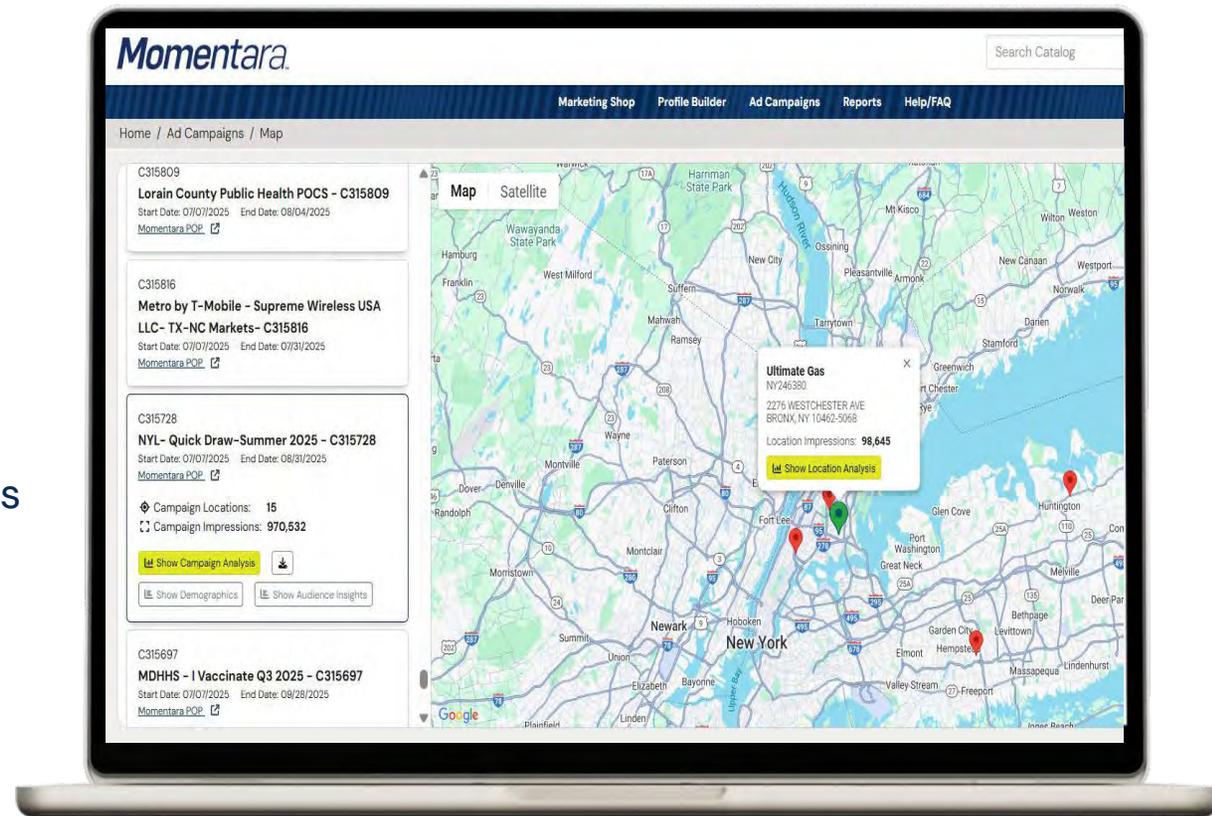
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Source: OAAA

- **Shifts in Brand Budgets**

Marketers are pivoting from more saturated channels (e.g., broadcast) into OOH to strengthen visibility and engagement in physical spaces.

Source: OAAA



Why Momentara?

EXPERIENCE & TRUST. 78 Years of proven success executing complex, multi-product campaigns in more than 150 DMAs.

THE LARGEST OOH NETWORK IN THE COUNTRY. A full-time team dedicated to building and maintaining relationships with thousands of venues nationwide.

WORLD-CLASS PRODUCTION. Integrated, in-house printing, kitting, and shipping eliminates third-party variables, providing speed-to-market and logistical certainty.

PRECISION AUDIENCE TARGETING. Pinpoint your ideal audience, targeting by neighborhood, key demographics, household income, and lifestyle attributes.

A TEAM OF PASSIONATE ADVOCATES. A dedicated team of strategists and logistical experts obsessed with one thing: delivering on your brand's goals with certainty, every time.

Nationwide Coverage

Reaching Consumers In The moment

From hyperlocal targeting to full national rollouts, we provide unmatched reach

- **40,000+** distinct venues activated last year
- The capability to reach consumers in **every U.S. ZIP code**
- Flawless execution from **hyperlocal to national** rollouts
- Extensive **coast-to-coast** truckside media network
- The largest network of **retail partners**, including:



Walmart



STOP&SHOP



Kroger



Momentara

Trust

More Brands Trust Momentara

Multi-region, multi-asset, high-volume campaigns are complex and time-consuming. It's why more brands trust Momentara than any other OOH partner.

- 20,000+ OOH campaigns per year
- 40+ Fortune 500 brands
- 10 of the top 15 c-stores
- 8 of the top 20 QSRs
- 7 of the top 10 financial services brands
- 48 of 50 state governments



TECHNOLOGY INSIGHTS

Let Momentara be your one stop shop by accompanying your campaign with anything study and analytic related.

Detailed **demographic and audience data** shows who was exposed to your campaign—by age, gender, income, and more.

Our **attribution offerings** measure how exposure to ads influence action, using methods like mobile tracking and unique codes to connect ad views to store visits or online engagement.

Other Offerings include:

- Measurement
- Brand Lift
- Return on Ad Spend
- Shadowfencing
- Geofencing



Understand effectiveness



Make data-driven decisions



Demonstrate ROI

Thank **you!**

Momentara[™]

Nick Guzzo

National Account Executive
Nick.Guzzo@momentara.com
Momentara.com

Appendix A – Proposal Cover Sheet

Company/Name: ALLOVER MEDIA, LLC dba Momentary Services, LLC
 Proposals must be submitted as directed in the **Proposal Submission Requirements** on or before the submission deadline specified in the solicitation.

Company Representative and Title	Nick Guzzo
Mailing Address	16355 36 th Ave N, Suite 700
City, State, Zip	Minneapolis, MN 55446
Telephone:	612-964-2708
E-Mail Address:	

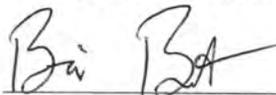
Please identify the Office/Branch which will provide services for the MDE if different from above:

Contact Person and Title	
Telephone Number	
Email Address	
Physical Address	
City, State, Zip	
Mailing Address	
City, State, Zip	

1. Are you currently registered as a Supplier in MAGIC? YES NO
2. If known, what is your supplier number? 3102124446
3. Are you currently registered with PayMode? YES NO
4. Are you a minority owned company? YES NO

By signing below, the Company Representative certifies that he/she has authority to bind the company, and further acknowledges and certifies the statements below on behalf of the company:

- That the Offeror will perform the services required at the prices stated in their proposal.
- That the pricing submitted will remain firm for the contract term.
- That, to the best of its knowledge and belief, the cost or pricing data submitted is accurate, complete, and current as of the submission date.
- That the company is licensed or authorized to provide the proposed services in the State of Mississippi.
- The Offeror indicates and is in agreement with the Standard Terms and Conditions as set forth above. If the Offeror objects to any of the Standard Terms and Conditions, the objection may be considered as an adequate cause for rejection without further negotiations.
- The State of Mississippi utilizes the Mississippi Accountability System for Government Information and Collaboration (MAGIC) system to manage contracts. Additionally, electronic payments are issued through an electronic portal called PayMode. In order to do business with the State of Mississippi, all Suppliers must be registered with both systems. By submitting a proposal, the Offeror certifies it is registered with both systems and if not already registered, will do so within seven (7) business days of being notified by the MDE that it has been awarded a contract.

Authorized Signature:  Date: 1/6/26

Appendix C – Exception to the Standard Terms and Conditions

Clause #	Page #	Exception Reason (Short description of exception made)	MDE Acceptance (initial here if accepted)
N/A		N/A	N/A

Appendix D - References

Client Name	Mississippi Department of Mental Health
Contact Name and Title	Adam Moore, Director of Planning and Communication
Contact Address	239 North Lamar Street, Jackson, MS 39201
Contact Telephone Number	601-359-2287
Email Address	adam.moore@dmh.ms.gov
Type of work provided to the client	Advertising - gas pump toppers, truckside media, and digital out of home screens
Effective contract dates for the time frame services were/are being provided to client	April 2024 - November 20204

Client Name	
Contact Name and Title	
Contact Address	
Contact Telephone Number	
Email Address	
Type of work provided to the client	
Effective contract dates for the time frame services were/are being provided to client	

Client Name	
Contact Name and Title	
Contact Address	
Contact Telephone Number	
Email Address	
Type of work provided to the client	
Effective contract dates for the time frame services were/are being provided to client	

Appendix D - References

Client Name	Graham Group
Contact Name and Title	Kathy Andersen, Sr Vice President/Account Service
Contact Address	2014 W Pinhook Rd, Ste 210, Lafayette, LA 70508
Contact Telephone Number	(337) 781-0793
Email Address	kat@graham-group.com
Type of work provided to the client	Gas pump top advertising/floor graphics at convenient stores for Louisiana Hwy Safety Drive Sober campaign
Effective contract dates for the time frame services were/are being provided to client	Campaign run dates: 8/11/25 - 9/7/25

Client Name	
Contact Name and Title	
Contact Address	
Contact Telephone Number	
Email Address	
Type of work provided to the client	
Effective contract dates for the time frame services were/are being provided to client	

Client Name	
Contact Name and Title	
Contact Address	
Contact Telephone Number	
Email Address	
Type of work provided to the client	
Effective contract dates for the time frame services were/are being provided to client	

Appendix E - REFERENCE SCORE SHEET

Offeror Name:
Reference Name:
Person Contacted, Title/Position:
Date/Time Contacted:
Service From/To Dates:

Able to provide services when you called?	Yes ✓	No
Satisfied with the services provided? If no, please explain.	Yes ✓	No
Offeror easy to work with in scheduling services?	Yes ✓	No
Was the service completed on time and within budget?	Yes ✓	No
Offeror listened when issues were presented to resolve conflict? (If never had an issue, please check here ____.)	Yes ✓	No
Would you hire them again?	Yes ✓	No
Would you recommend them?	Yes ✓	No

Potential Offeror must have a minimum of 6 “yes” answers on the questions above from two references (total of 12 “yes” answers) to be considered responsible and to be considered.

Score: Pass/Fail

Do you have any business, professional or personal interest with the Offeror? If yes, please explain.	Yes	No ✓
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A “yes” to the above question may result in an automatic disqualification of the provided reference; therefore, resulting in a score of zero as responses to previous questions become null and void.

Notes:

Program Director: Kathy Andersen Senior Vice President/Account Service 1/7/2026
Signature
Title
Date

Appendix D - References

Client Name	AFFIRM Agency
Contact Name and Title	Christina Galke/Media Director
Contact Address	N28W23050 Roundy Dr #100, Pewaukee, WI 53072
Contact Telephone Number	414-238-5187
Email Address	cgalke@affirmagency.com
Type of work provided to the client	Gas Pump toppers, Digital OOH, Posters
Effective contract dates for the time frame services were/are being provided to client	09/01/2025-10/05/2025

Client Name	
Contact Name and Title	
Contact Address	
Contact Telephone Number	
Email Address	
Type of work provided to the client	
Effective contract dates for the time frame services were/are being provided to client	

Client Name	
Contact Name and Title	
Contact Address	
Contact Telephone Number	
Email Address	
Type of work provided to the client	
Effective contract dates for the time frame services were/are being provided to client	



APPENDIX F
Acknowledgment of Amendments
Request for Proposals
Summer Food Service Program Media Campaign
Amendment Number One
December 23, 2025

The Office of Procurement, through this **Amendment Number One**, modifies the Request for Proposals for **Summer Food Service Program Media Campaign**, issued December 8, 2025.

The following section(s) are modified:

6.1 Questions and Answers

Questions must be submitted to ProcurementQnR@mdek12.org and must be received no later than **Friday, December 19, 2025 by 5:00 PM CST**, to ensure a response by the MDE. Responses to questions will be posted to the MDE website at <https://mdek12.org/procurement/rfp/> under "Public Notice" RFP/RFQ/RFA/Invitation to Bid section as an amendment to the solicitation on **Wednesday, December 24, 2025**. Questions received **after the deadline** shall not be considered. It is the Offeror's sole responsibility to regularly monitor the website for amendments and/or announcements concerning this solicitation.

13. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

By submitting a proposal, the offeror certifies that the prices submitted in response to the solicitation have been arrived at independently and without any consultation, communication, or agreement with any other offeror or competitor for the purpose of restricting competition.

Amendment Number One

NOTE: This amendment one is hereby made a part of the Mississippi Department of Education's Request for Proposals. The Vendor acknowledges receipt of said amendment and is made aware of the changes contained therein. By signing this form, the Offeror accepts the changes as part of the contract requirement.



 Authorized Signature

1/6/26

 Date

Brian Bennett

 Printed Name



APPENDIX F
Acknowledgment of Amendments
Request for Proposals
Summer Food Service Program Media Campaign
Amendment Number Two
December 24, 2025

Questions and Answers

The Office of Procurement, through this **Amendment Number Two**, modifies the Request for Proposals for **Summer Food Service Program Media Campaign**, issued December 8, 2025, to include the questions and answers below.

Question #	Section #	Page #	Question (as submitted)	MDE Response
1	5	7	Is there a preference for a local vendor?	No, the vendor shall provide all services directly related to this contract from an office(s) located within the United States. Please indicate all locations in or outside the State of Mississippi in which you propose to provide the services described in this solicitation.
2			Is there an incumbent on this effort or similar efforts?	No.
3	2.4 and Appendix L	5 and 43	I see that the budget for advertising costs is \$48,000. Would you be able to clarify what the total budget is?	The total budget for the advertisement costs and staff services shall not exceed \$48,000.00 per year.
4	1.1 and 2.3	4 and 5	Who are the key targets for this initiative? Please share demographic information and any insights into psychographics.	Publicized throughout the state to increase parents' awareness of summer feeding sites. Targeting areas of the state with a high percentage of children eligible for free lunch during the school year and low participation in SFSP and the 2024 National School Lunch Program (NSLP) and the 2025 SFSP Data Sheet to review target areas (Appendix J and K), no later than May 15, 2026.

5			How many years has this SFSP initiative been available in Mississippi?	8 years
6	1.1	4	How has the SFSP program been promoted in the past? a. What tactics were most effective? b. What tactics were least effective? c. Can you share your current marketing plan?	The campaign has been promoted through Facebook Ads, Spotify, radio, billboards, and YouTube. a. Billboards, Radio, and Facebook b. YouTube c. To solicit offers from qualified, experienced, responsible and financially sound Offerors to provide media strategy planning and execution of the Summer Food Service Program (SFSP) for Mississippi which will be publicized throughout the state to increase parents' awareness of summer feeding sites.
7	5	7	Have you worked with another marketing agency in the past to promote this or other OPH programs? a. If so, are you satisfied with your current agency and current marketing efforts? b. Who is your current agency? c. Is your current agency eligible to respond to this RFP? d. Would you hire your current agency again? Why? e. Why are you searching for a new agency? f. Do you prefer an in-state agency for this contract?	Yes. a. Not applicable. b. There is no current agency under contract to promote this campaign. c. Not applicable. d. Not applicable. e. To provide media strategy planning and execution of the Summer Food Service Program (SFSP) for Mississippi which will be publicized throughout the state to increase parents' awareness of summer feeding sites. f. No, the vendor shall provide all services directly related to this contract from an office(s) located within the United States. Please indicate all locations in or outside the State of Mississippi in which you propose to provide the services described in this solicitation.
8			Who is currently handling your social media?	There is no vendor handling the Mississippi Department of Education Office of Child Nutrition social media.
9			Who is currently handling your website?	The Mississippi Department of Education Office of Technology and Strategic Services handles the website.
10			How has utilization of this program been in past years?	It has been used to show where summer feeding sites are located.
11			How familiar are the key targets with this program already	This Summer Food Service Program has been offered in Mississippi for 33 years.

12			What are the perceptions of this program among the key audiences?	I am not able to provide feedback on perceptions of the program.
13			What are the barriers to utilization among the key audiences?—Why might they NOT utilize these services?	Transportation could be a possible barrier.
14			Have there been any complaints or incidents surrounding past SFSP programs?	Yes. Complaints related to meals are not uncommon in Child Nutrition programs, including SFSP, and are addressed through routine monitoring and corrective action processes.
15			Are there any other programs offering similar services that might compete with the SFSP program? a. What promotional tactics of theirs might you be aware of?	It is unknown.
16	2.1	5	Do you want to use the existing creative materials available in the USDA SFSP Toolkit (https://www.fns.usda.gov/summer/toolkit) for your media promotions? Or is the preference to create something new, tailored for MS Dept of Education?	Utilize the free United States Department of Agriculture (USDA) SFSP marketing resources when practicable. Creating something new will need to be provided in the preliminary plan and strategy for the media coverage proposal to the MDE, to include a minimum of two types of coverage (e.g., radio/television spots, mobile advertising, social media, and digital billboards).
17			The USDA toolkit refers to two SFSP options: SUN Meals or Sun Meals to Go. Are you offering (and therefore promoting) both options or just one of them? a. If just one, please confirm whether that is SUN Meals.	SUN Meals is USDA's branding for all Summer Nutrition Meals. Some of these programs are not offered in Mississippi. Therefore, the focus will be on congregate and noncongregate meals (SUN Meals and Sun Meals to Go (Summer Food Service Program)).
18			The USDA toolkit refers to the program as SUN. This RFP refers to the program as "SFSP." Is the preference to brand the program as SFSP in Mississippi or can/should the program leverage the assets from the USDA toolkit under the SUN name	SUN Meals (Summer Food Service Program) is the name to use. When referencing non-congregate meals, SUN Meals to Go should be utilized.
19			The creative assets in the USDA toolkit are not specific to Mississippi or the MS Department of Education/Office of Public Health. Is the preference to customize the assets to include your specific branding? a. And if so, does this need to be branded with both the Office of Public Health and MS Department of Education logos? b. Are there any other entities that would need to be included in the creative assets that run in Mississippi?	The USDA toolkit is for nationwide branding. Yes, the customization should be the Mississippi Department of Education Office of Child Nutrition. a. No, only the Mississippi Department of Education Office of Child Nutrition. b. No.
20	1.1	4	What is the call-to-action that you would like to be communicated?—What would you like the audience to do as a result of seeing your ads? a. Is there a specific URL you would to send them to? b. And/or is there a specific phone number you would like them to call	Increase parents' awareness of summer feeding sites. a. USDA Summer Meals for Kids Site Finder SUN Meals Food and Nutrition Service . b. Summer Meals Text Service Number: 914-342-7744

21			A note on the USDA website excludes Mississippi among the states that have data for finding summer meal sites. Will this data be searchable on the USDA site before this campaign kicks off? a. Or will there be a separate locator tool for the state of Mississippi?	Yes. The state submits data weekly to USDA for site advertisement purposes during the summer.
22			What does success look like to you for this campaign?	The public is informed about the summer feeding sites available in their area to maximize participation.
23	2.3	5	What are the Key Performance Indicators you would like to measure?	The Request for Proposal deliverables list the following, but are not limited to: The media coverage locations and saturation for the anticipated date range of May 25 through June 30.
24	2.3	5	What utilization metrics are you able to measure (to demonstrate usage of the services, particularly those attributable to the media campaign)	Performance measures (e.g., impression clicks, geofences, ads)
25			Can the destination landing page(s) accept tracking pixels so we can monitor the conversions on the page(s)?	It will depend on who manages the landing page.
26			Are there specific social media pages dedicated to these initiatives? a. Who manages these social media pages? b. Have you run paid social advertising from these social pages before?	Yes, there is a Facebook page. a. The selected vendor manages the page. b. Yes
27	2.3 Appendix J and Appendix K	5, 40 and 41	What are the priority markets, ranked in order, for this campaign to promote the 750+ feeding sites? a. Are there any mandatory markets?	Review program information and data targeting areas of the state with a high percentage of children eligible for free lunch during the school year and low participation in SFSP and the 2024 National School Lunch Program (NSLP) and the 2025 SFSP Data Sheet to review target areas (Appendix J and K). a. The same answer as above.
28	2.3	4	The RFP references media coverage and cites examples like broadcast, digital media, social media, billboards. Would Earned Media be among the consideration set for this work, or would that fall under a separate scope? a. If so, are there planned media worthy events, announcements or partnerships at this time? b. What spokespeople might you have in mind for this campaign	Provide a preliminary plan and strategy for the media coverage proposal to the MDE to include a minimum of two types of coverage (e.g., radio/television spots, mobile advertising, social media, and digital billboards). Earned Media would not be among the considerations for this set of work.
29	2.3 and 2.4	4 and 5	How do you foresee the budget breakdown by percentage among the scope components outlined?	Details for the ratio of staff services expense versus media buy expense. The Offeror will explain exactly what the State shall receive for this amount of funds and shall allow evaluators to determine the best proposals based upon the plan of action and the description of what the State shall receive in exchange for this amount.
30	2.4	5	Are hard costs (meals, hotel, transportation, events) covered in this budget?	The Offeror will explain exactly what the State shall receive for this amount of funds and shall allow evaluators to determine the best proposals based upon the plan of

				action and the description of what the State shall receive in exchange for this amount.
31	2.3	5	Who will the agency report to? a. Can you describe the approval process for projects?	The agency makes a report to the USDA Food and Nutrition Services. a. The selected vendor for this project will submit their preliminary plan and strategy for media coverage to the Mississippi Department of Education Office of Child Nutrition no later than May 15 for review and feedback.
32	7.4	11	How must the proposals be submitted?—Either printed/mailed or digital/MAGIC, or both	They can be submitted electronically via the Mississippi Accountability Governmental Information Collaboration System (MAGIC) no later than Friday, January 9, 2026, by 2:00 PM Central Standard Time (CST) . Or Ship To : MONIQUE CORLEY Office of Procurement The Mississippi Department of Education (Summer Food Service Program Media Campaign) RFx # 3120003260 359 North West Street Jackson, Mississippi 39201

Amendment Number Two

NOTE: This amendment two is hereby made a part of the Mississippi Department of Education's Request for Proposals. The Vendor acknowledges receipt of said amendment and is made aware of the changes contained therein. By signing this form, the Offeror accepts the changes as part of the contract requirement.



 Authorized Signature

1/6/26

 Date

Brian Bennett

 Printed Name



APPENDIX F
Acknowledgment of Amendments
Request for Proposals
Summer Food Service Program Media Campaign
Amendment Number One
December 23, 2025

The Office of Procurement, through this **Amendment Number One**, modifies the Request for Proposals for **Summer Food Service Program Media Campaign**, issued December 8, 2025.

The following section(s) are modified:

6.1 Questions and Answers

Questions must be submitted to ProcurementQnR@mdek12.org and must be received no later than **Friday, December 19, 2025 by 5:00 PM CST**, to ensure a response by the MDE. Responses to questions will be posted to the MDE website at <https://mdek12.org/procurement/rfp/> under "Public Notice" RFP/RFQ/RFA/Invitation to Bid section as an amendment to the solicitation on **Wednesday, December 24, 2025**. Questions received **after the deadline** shall not be considered. It is the Offeror's sole responsibility to regularly monitor the website for amendments and/or announcements concerning this solicitation.

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By submitting a proposal, the offeror certifies that the prices submitted in response to the solicitation have been arrived at independently and without any consultation, communication, or agreement with any other offeror or competitor for the purpose of restricting competition.

Amendment Number One

NOTE: This amendment one is hereby made a part of the Mississippi Department of Education's Request for Proposals. The Vendor acknowledges receipt of said amendment and is made aware of the changes contained therein. By signing this form, the Offeror accepts the changes as part of the contract requirement.



 Authorized Signature

1/6/26

 Date

Brian Bennett

 Printed Name



APPENDIX F
Acknowledgment of Amendments
Request for Proposals
Summer Food Service Program Media Campaign
Amendment Number Two
December 24, 2025

Questions and Answers

The Office of Procurement, through this **Amendment Number Two**, modifies the Request for Proposals for **Summer Food Service Program Media Campaign**, issued December 8, 2025, to include the questions and answers below.

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1	5	7	Is there a preference for a local vendor?	No, the vendor shall provide all services directly related to this contract from an office(s) located within the United States. Please indicate all locations in or outside the State of Mississippi in which you propose to provide the services described in this solicitation.
2			Is there an incumbent on this effort or similar efforts?	No.
3	2.4 and Appendix L	5 and 43	I see that the budget for advertising costs is \$48,000. Would you be able to clarify what the total budget is?	The total budget for the advertisement costs and staff services shall not exceed \$48,000.00 per year.
4	1.1 and 2.3	4 and 5	Who are the key targets for this initiative? Please share demographic information and any insights into psychographics.	Publicized throughout the state to increase parents' awareness of summer feeding sites. Targeting areas of the state with a high percentage of children eligible for free lunch during the school year and low participation in SFSP and the 2024 National School Lunch Program (NSLP) and the 2025 SFSP Data Sheet to review target areas (Appendix J and K), no later than May 15, 2026.

5			How many years has this SFSP initiative been available in Mississippi?	8 years
6	1.1	4	How has the SFSP program been promoted in the past? a. What tactics were most effective? b. What tactics were least effective? c. Can you share your current marketing plan?	The campaign has been promoted through Facebook Ads, Spotify, radio, billboards, and YouTube. a. Billboards, Radio, and Facebook b. YouTube c. To solicit offers from qualified, experienced, responsible and financially sound Offerors to provide media strategy planning and execution of the Summer Food Service Program (SFSP) for Mississippi which will be publicized throughout the state to increase parents' awareness of summer feeding sites.
7	5	7	Have you worked with another marketing agency in the past to promote this or other OPH programs? a. If so, are you satisfied with your current agency and current marketing efforts? b. Who is your current agency? c. Is your current agency eligible to respond to this RFP? d. Would you hire your current agency again? Why? e. Why are you searching for a new agency? f. Do you prefer an in-state agency for this contract?	Yes. a. Not applicable. b. There is no current agency under contract to promote this campaign. c. Not applicable. d. Not applicable. e. To provide media strategy planning and execution of the Summer Food Service Program (SFSP) for Mississippi which will be publicized throughout the state to increase parents' awareness of summer feeding sites. f. No, the vendor shall provide all services directly related to this contract from an office(s) located within the United States. Please indicate all locations in or outside the State of Mississippi in which you propose to provide the services described in this solicitation.
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9			Who is currently handling your website?	The Mississippi Department of Education Office of Technology and Strategic Services handles the website.
10			How has utilization of this program been in past years?	It has been used to show where summer feeding sites are located.
11			How familiar are the key targets with this program already	This Summer Food Service Program has been offered in Mississippi for 33 years.

12			What are the perceptions of this program among the key audiences?	I am not able to provide feedback on perceptions of the program.
13			What are the barriers to utilization among the key audiences?—Why might they NOT utilize these services?	Transportation could be a possible barrier.
14			Have there been any complaints or incidents surrounding past SFSP programs?	Yes. Complaints related to meals are not uncommon in Child Nutrition programs, including SFSP, and are addressed through routine monitoring and corrective action processes.
15			Are there any other programs offering similar services that might compete with the SFSP program? a. What promotional tactics of theirs might you be aware of?	It is unknown.
16	2.1	5	Do you want to use the existing creative materials available in the USDA SFSP Toolkit (https://www.fns.usda.gov/summer/toolkit) for your media promotions? Or is the preference to create something new, tailored for MS Dept of Education?	Utilize the free United States Department of Agriculture (USDA) SFSP marketing resources when practicable. Creating something new will need to be provided in the preliminary plan and strategy for the media coverage proposal to the MDE, to include a minimum of two types of coverage (e.g., radio/television spots, mobile advertising, social media, and digital billboards).
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19			The creative assets in the USDA toolkit are not specific to Mississippi or the MS Department of Education/Office of Public Health. Is the preference to customize the assets to include your specific branding? a. And if so, does this need to be branded with both the Office of Public Health and MS Department of Education logos? b. Are there any other entities that would need to be included in the creative assets that run in Mississippi?	The USDA toolkit is for nationwide branding. Yes, the customization should be the Mississippi Department of Education Office of Child Nutrition. a. No, only the Mississippi Department of Education Office of Child Nutrition. b. No.
20	1.1	4	What is the call-to-action that you would like to be communicated?—What would you like the audience to do as a result of seeing your ads? a. Is there a specific URL you would to send them to? b. And/or is there a specific phone number you would like them to call	Increase parents' awareness of summer feeding sites. a. USDA Summer Meals for Kids Site Finder SUN Meals Food and Nutrition Service . b. Summer Meals Text Service Number: 914-342-7744

21			A note on the USDA website excludes Mississippi among the states that have data for finding summer meal sites. Will this data be searchable on the USDA site before this campaign kicks off? a. Or will there be a separate locator tool for the state of Mississippi?	Yes. The state submits data weekly to USDA for site advertisement purposes during the summer.
22			What does success look like to you for this campaign?	The public is informed about the summer feeding sites available in their area to maximize participation.
23	2.3	5	What are the Key Performance Indicators you would like to measure?	The Request for Proposal deliverables list the following, but are not limited to: The media coverage locations and saturation for the anticipated date range of May 25 through June 30.
24	2.3	5	What utilization metrics are you able to measure (to demonstrate usage of the services, particularly those attributable to the media campaign)	Performance measures (e.g., impression clicks, geofences, ads)
25			Can the destination landing page(s) accept tracking pixels so we can monitor the conversions on the page(s)?	It will depend on who manages the landing page.
26			Are there specific social media pages dedicated to these initiatives? a. Who manages these social media pages? b. Have you run paid social advertising from these social pages before?	Yes, there is a Facebook page. a. The selected vendor manages the page. b. Yes
27	2.3 Appendix J and Appendix K	5, 40 and 41	What are the priority markets, ranked in order, for this campaign to promote the 750+ feeding sites? a. Are there any mandatory markets?	Review program information and data targeting areas of the state with a high percentage of children eligible for free lunch during the school year and low participation in SFSP and the 2024 National School Lunch Program (NSLP) and the 2025 SFSP Data Sheet to review target areas (Appendix J and K). a. The same answer as above.
28	2.3	4	The RFP references media coverage and cites examples like broadcast, digital media, social media, billboards. Would Earned Media be among the consideration set for this work, or would that fall under a separate scope? a. If so, are there planned media worthy events, announcements or partnerships at this time? b. What spokespeople might you have in mind for this campaign	Provide a preliminary plan and strategy for the media coverage proposal to the MDE to include a minimum of two types of coverage (e.g., radio/television spots, mobile advertising, social media, and digital billboards). Earned Media would not be among the considerations for this set of work.
29	2.3 and 2.4	4 and 5	How do you foresee the budget breakdown by percentage among the scope components outlined?	Details for the ratio of staff services expense versus media buy expense. The Offeror will explain exactly what the State shall receive for this amount of funds and shall allow evaluators to determine the best proposals based upon the plan of action and the description of what the State shall receive in exchange for this amount.
30	2.4	5	Are hard costs (meals, hotel, transportation, events) covered in this budget?	The Offeror will explain exactly what the State shall receive for this amount of funds and shall allow evaluators to determine the best proposals based upon the plan of

				action and the description of what the State shall receive in exchange for this amount.
31	2.3	5	Who will the agency report to? a. Can you describe the approval process for projects?	The agency makes a report to the USDA Food and Nutrition Services. a. The selected vendor for this project will submit their preliminary plan and strategy for media coverage to the Mississippi Department of Education Office of Child Nutrition no later than May 15 for review and feedback.
32	7.4	11	How must the proposals be submitted?—Either printed/mailed or digital/MAGIC, or both	They can be submitted electronically via the Mississippi Accountability Governmental Information Collaboration System (MAGIC) no later than Friday, January 9, 2026, by 2:00 PM Central Standard Time (CST) . Or Ship To : MONIQUE CORLEY Office of Procurement The Mississippi Department of Education (Summer Food Service Program Media Campaign) RFx # 3120003260 359 North West Street Jackson, Mississippi 39201

Amendment Number Two

NOTE: This amendment two is hereby made a part of the Mississippi Department of Education's Request for Proposals. The Vendor acknowledges receipt of said amendment and is made aware of the changes contained therein. By signing this form, the Offeror accepts the changes as part of the contract requirement.



 Authorized Signature

1/6/26

 Date

Brian Bennett

 Printed Name

Appendix G – ASSURANCES AND CERTIFICATION

REPRESENTATION REGARDING CONTINGENT FEES: Offeror represents that it has not retained a person to solicit or secure a state contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in Offeror's proposal.

REPRESENTATION REGARDING GRATUITIES: Offeror represents that it has not, is not, and will not offer, give, or agree to give any employee or former employee of the MDE a gratuity or offer of employment in connection with any approval, disapproval, recommendation, development, or any other action or decision related to the solicitation and resulting contract. Offeror further represents that no employee or former employee of the MDE has or is soliciting, demanding, accepting, or agreeing to accept a gratuity or offer of employment for the reasons previously stated; any such action by an employee or former employee in the future, if any, will be rejected by contractor. Offeror further represents that it is in compliance with the Mississippi Ethics in Government laws, codified at Mississippi Code Annotated §§ 25-4-101 through 25-4-121, and has not solicited any employee or former employee to act in violation of said law.

CERTIFICATION OF INDEPENDENT PRICE DETERMINATION: The Offeror certifies that the prices submitted in response to the solicitation have been arrived at independently and without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Offeror or competitor relating to those prices, the intention to submit a proposal, or the methods or factors used to calculate the prices bid.

PROSPECTIVE CONTRACTOR'S REPRESENTATION REGARDING CONTINGENT FEES: The prospective Contractor represents as a part of such Offeror's proposal that such Offeror has not retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract.

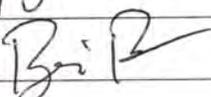
NON-DEBARMENT: This certification is a material representation of fact relied upon by the Contracting Agencies. If it is later determined that the Offeror did not comply with 2 C.F.R. part 180, subpart C, and 2 C.F.R. part 3000, subpart C, in addition to remedies available to DFA and other Contracting Agencies, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

COMPLIANCE WITH EQUAL OPPORTUNITY IN EMPLOYMENT POLICY: Offeror understands that the MDE is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and Contractor agrees during the term of the agreement that Contractor will strictly adhere to this policy in its employment practices and provision of services.

I make the following certifications and assurances as a required element of this submission to which it is attached. The understanding that the truthfulness of the facts affirmed here and the continued compliance with these requirements are conditions precedent to the award or continuation of the related contract(s).

Name: Brian Bennett

Title: CFO

Signature:  Date: 1/6/26

Appendix H – RELEASE OF PROPOSAL AS PUBLIC RECORD

Offerors **shall acknowledge** which of the following statements is applicable regarding release of its proposal as a public record. *An Offeror may be deemed non-responsive if the Offeror does not acknowledge either statement, acknowledges both statements, or fails to comply with the requirements of the statement acknowledged.*

Choose one:

Along with a complete copy of its proposal, Offeror has submitted a second copy of the proposal in which all information Offeror deems to be confidential commercial and financial information and/or trade secrets is redacted in black. Offeror acknowledges that it may be subject to exclusion pursuant to Chapter 15 of the *PPRB OPSCR Rules and Regulations* if the MDE or the Public Procurement Review Board determine redactions were made in bad faith in order to prohibit public access to portions of the proposal which are not subject to Mississippi Code Annotated §§ 25-61-9, 75-26-1 through 75-26-19, and/or 79-23-1. Offeror acknowledges and agrees that the MDE may release the redacted copy of the proposal at any time as a public record without further notice to Offeror. An Offeror who selects this option but fails to submit a redacted copy of its proposal may be deemed non-responsive.

Offeror hereby certifies that the complete unredacted copy of its proposal may be released as a public record by the MDE at any time without notice to Offeror. The proposal contains no information Offeror deems to be confidential commercial and financial information and/or trade secrets in accordance with Mississippi Code Annotated §§ 25-61-9, 75-26-1 through 75-26-19, and/or 79-23-1. Offeror explicitly waives any right to receive notice of a request to inspect, examine, copy, or reproduce its bid as provided in Mississippi Code Annotated § 25-61-9(1)(a). An Offeror who selects this option but submits a redacted copy of its proposal may be deemed non-responsive.

Appendix I – MDE CONTRACTS

The prospective contractor represents that contractor **does** () or **does not** have a current contract(s) with the Mississippi Department of Education.

The MDE has the right to review and align solicited services with a contractor's current awarded contract for services to ensure conflicts and/or limitations do not exist. If conflicts and/or limitations exist, the MDE at its discretion may reject the Offeror's proposal and the Offeror will not be considered for an award for this solicited service.

Potential contractors are required to provide a listing of each executed contract or contract applied, please provide the following:

Program Office Name	
Contract Service	
Contract Amount	\$
Contract Dates of Service	

Program Office Name	
Contract Service	
Contract Amount	\$
Contract Dates of Service	

Appendix L – COST DATA/BUDGET

The budget should include all costs associated with the project scope of services.

The total budget for the advertisement costs and staff services shall not exceed \$48,000.00 per year.

Deliverable	Plan of Action/Completion Date	Cost	Cost	Cost	Cost	Cost
<i>Scope of work and expected outcomes</i>	<i>Detailed information on how expected outcomes shall be achieved.</i>	Year 1	Year 2	Year 3	Year 4	Year 5
Provide a preliminary plan and strategy for the media coverage proposal to the MDE to include a minimum of two types of coverage (e.g., radio/television, spots, mobile advertising, social media and digital billboards).		\$46,200	\$46,200	\$46,200	\$46,200	\$46,200
Determine the planning and creative development for media coverage locations and saturation for the anticipated date range of May 25 through June 30.						
Total Cost		\$46,200	\$46,200	\$46,200	\$46,200	\$46,200

Cumulative Cost \$ 231,000

- 1) Standees at Grocery stores. Strategy behind this is to increase awareness of summer feeding sites by targeting grocery shoppers of parents' statewide.
- 2) Digital Mobile Billboard. Provide custom routes statewide in Mississippi targeting specific family oriented events.

Lead times:

Standees - signed contract due 4 weeks prior to the start date. Creative approval due 2 weeks prior to the start date.
 Digital Mobile Billboards - signed contract and creative due 3 business days prior to the start date.



STATE OF MISSISSIPPI
MS DEPT OF EDUCATION
AMENDMENT

Request for Proposal

RESPONSES REQUIRED BY:

Submission Date : 01/09/2026
Submission Time : 14:00:00 CST

RESPONSES OPENED ON:

Opening Date : 00/00/0000
Opening Time : 14:00:00 CST

VENDOR NO:

VENDOR NAME & ADDRESS:

(To be completed by Vendor)

ALLOVER MEDIA, LLC
dba Momentara Services, LLC
16359 36th Ave N, Suite 700
Minneapolis, MN 55446

SUBMIT NON-ELECTRONIC RESPONSE:

TO :
PO BOX 771
359 NORTH WEST STREET
JACKSON MS 39205
US

DELIVERY POINT

RFx number : 3120003260
Smart number : 1201-26-R-RFPR-00001-V02
Buyer : John Sykes
Buyer Phone :
Email : JSYKES@MDEK12.ORG

NOTICE TO VENDOR:

RFP Solicitation for Media Campaign for SFSP FY26

Vendor Telephone Number	Title	Date
800-525-8762	CFO	1/6/25
(Typed or printed) Name of Bidder	Signature of Authorized Bidder	
Brian Bennett		

RFx number : 3120003260			Submission Date : 01/09/2026 Time : 14:00:00 CST			
Smart number : 1201-26-R-RFPR-00001-V02			Opening Date : 00/00/0000 Time : 14:00:00 CST			
Item	Change Indicator	Product No. / Mfg. Part No.	Description	Delivery / Req.date	Qty	Unit
# 1			Product Category : 91501 Media Services		0.000	

ACKNOWLEDGEMENT OF AMENDMENTS

Every offeror's acknowledgement of every amendment (in writing)



APPENDIX F
Acknowledgment of Amendments
Request for Proposals
Summer Food Service Program Media Campaign
Amendment Number One
December 23, 2025

The Office of Procurement, through this **Amendment Number One**, modifies the Request for Proposals for **Summer Food Service Program Media Campaign**, issued December 8, 2025.

The following section(s) are modified:

6.1 Questions and Answers

Questions must be submitted to ProcurementQnR@mdek12.org and must be received no later than **Friday, December 19, 2025 by 5:00 PM CST**, to ensure a response by the MDE. Responses to questions will be posted to the MDE website at <https://mdek12.org/procurement/rfp/> under "Public Notice" RFP/RFQ/RFA/Invitation to Bid section as an amendment to the solicitation on **Wednesday, December 24, 2025**. Questions received **after the deadline** shall not be considered. It is the Offeror's sole responsibility to regularly monitor the website for amendments and/or announcements concerning this solicitation.

13. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

By submitting a proposal, the offeror certifies that the prices submitted in response to the solicitation have been arrived at independently and without any consultation, communication, or agreement with any other offeror or competitor for the purpose of restricting competition.

Amendment Number One

NOTE: This amendment one is hereby made a part of the Mississippi Department of Education's Request for Proposals. The Vendor acknowledges receipt of said amendment and is made aware of the changes contained therein. By signing this form, the Offeror accepts the changes as part of the contract requirement.



 Authorized Signature

1/6/26

 Date

Brian Bennett

 Printed Name



APPENDIX F
Acknowledgment of Amendments
Request for Proposals
Summer Food Service Program Media Campaign
Amendment Number Two
December 24, 2025

Questions and Answers

The Office of Procurement, through this **Amendment Number Two**, modifies the Request for Proposals for **Summer Food Service Program Media Campaign**, issued December 8, 2025, to include the questions and answers below.

Question #	Section #	Page #	Question (as submitted)	MDE Response
1	5	7	Is there a preference for a local vendor?	No, the vendor shall provide all services directly related to this contract from an office(s) located within the United States. Please indicate all locations in or outside the State of Mississippi in which you propose to provide the services described in this solicitation.
2			Is there an incumbent on this effort or similar efforts?	No.
3	2.4 and Appendix L	5 and 43	I see that the budget for advertising costs is \$48,000. Would you be able to clarify what the total budget is?	The total budget for the advertisement costs and staff services shall not exceed \$48,000.00 per year.
4	1.1 and 2.3	4 and 5	Who are the key targets for this initiative? Please share demographic information and any insights into psychographics.	Publicized throughout the state to increase parents' awareness of summer feeding sites. Targeting areas of the state with a high percentage of children eligible for free lunch during the school year and low participation in SFSP and the 2024 National School Lunch Program (NSLP) and the 2025 SFSP Data Sheet to review target areas (Appendix J and K), no later than May 15, 2026.

5			How many years has this SFSP initiative been available in Mississippi?	8 years
6	1.1	4	How has the SFSP program been promoted in the past? a. What tactics were most effective? b. What tactics were least effective? c. Can you share your current marketing plan?	The campaign has been promoted through Facebook Ads, Spotify, radio, billboards, and YouTube. a. Billboards, Radio, and Facebook b. YouTube c. To solicit offers from qualified, experienced, responsible and financially sound Offerors to provide media strategy planning and execution of the Summer Food Service Program (SFSP) for Mississippi which will be publicized throughout the state to increase parents' awareness of summer feeding sites.
7	5	7	Have you worked with another marketing agency in the past to promote this or other OPH programs? a. If so, are you satisfied with your current agency and current marketing efforts? b. Who is your current agency? c. Is your current agency eligible to respond to this RFP? d. Would you hire your current agency again? Why? e. Why are you searching for a new agency? f. Do you prefer an in-state agency for this contract?	Yes. a. Not applicable. b. There is no current agency under contract to promote this campaign. c. Not applicable. d. Not applicable. e. To provide media strategy planning and execution of the Summer Food Service Program (SFSP) for Mississippi which will be publicized throughout the state to increase parents' awareness of summer feeding sites. f. No, the vendor shall provide all services directly related to this contract from an office(s) located within the United States. Please indicate all locations in or outside the State of Mississippi in which you propose to provide the services described in this solicitation.
8			Who is currently handling your social media?	There is no vendor handling the Mississippi Department of Education Office of Child Nutrition social media.
9			Who is currently handling your website?	The Mississippi Department of Education Office of Technology and Strategic Services handles the website.
10			How has utilization of this program been in past years?	It has been used to show where summer feeding sites are located.
11			How familiar are the key targets with this program already	This Summer Food Service Program has been offered in Mississippi for 33 years.

12			What are the perceptions of this program among the key audiences?	I am not able to provide feedback on perceptions of the program.
13			What are the barriers to utilization among the key audiences?—Why might they NOT utilize these services?	Transportation could be a possible barrier.
14			Have there been any complaints or incidents surrounding past SFSP programs?	Yes. Complaints related to meals are not uncommon in Child Nutrition programs, including SFSP, and are addressed through routine monitoring and corrective action processes.
15			Are there any other programs offering similar services that might compete with the SFSP program? a. What promotional tactics of theirs might you be aware of?	It is unknown.
16	2.1	5	Do you want to use the existing creative materials available in the USDA SFSP Toolkit (https://www.fns.usda.gov/summer/toolkit) for your media promotions? Or is the preference to create something new, tailored for MS Dept of Education?	Utilize the free United States Department of Agriculture (USDA) SFSP marketing resources when practicable. Creating something new will need to be provided in the preliminary plan and strategy for the media coverage proposal to the MDE, to include a minimum of two types of coverage (e.g., radio/television spots, mobile advertising, social media, and digital billboards).
17			The USDA toolkit refers to two SFSP options: SUN Meals or Sun Meals to Go. Are you offering (and therefore promoting) both options or just one of them? a. If just one, please confirm whether that is SUN Meals.	SUN Meals is USDA's branding for all Summer Nutrition Meals. Some of these programs are not offered in Mississippi. Therefore, the focus will be on congregate and noncongregate meals (SUN Meals and Sun Meals to Go (Summer Food Service Program)).
18			The USDA toolkit refers to the program as SUN. This RFP refers to the program as "SFSP." Is the preference to brand the program as SFSP in Mississippi or can/should the program leverage the assets from the USDA toolkit under the SUN name	SUN Meals (Summer Food Service Program) is the name to use. When referencing non-congregate meals, SUN Meals to Go should be utilized.
19			The creative assets in the USDA toolkit are not specific to Mississippi or the MS Department of Education/Office of Public Health. Is the preference to customize the assets to include your specific branding? a. And if so, does this need to be branded with both the Office of Public Health and MS Department of Education logos? b. Are there any other entities that would need to be included in the creative assets that run in Mississippi?	The USDA toolkit is for nationwide branding. Yes, the customization should be the Mississippi Department of Education Office of Child Nutrition. a. No, only the Mississippi Department of Education Office of Child Nutrition. b. No.
20	1.1	4	What is the call-to-action that you would like to be communicated?—What would you like the audience to do as a result of seeing your ads? a. Is there a specific URL you would to send them to? b. And/or is there a specific phone number you would like them to call	Increase parents' awareness of summer feeding sites. a. USDA Summer Meals for Kids Site Finder SUN Meals Food and Nutrition Service . b. Summer Meals Text Service Number: 914-342-7744

21			A note on the USDA website excludes Mississippi among the states that have data for finding summer meal sites. Will this data be searchable on the USDA site before this campaign kicks off? a. Or will there be a separate locator tool for the state of Mississippi?	Yes. The state submits data weekly to USDA for site advertisement purposes during the summer.
22			What does success look like to you for this campaign?	The public is informed about the summer feeding sites available in their area to maximize participation.
23	2.3	5	What are the Key Performance Indicators you would like to measure?	The Request for Proposal deliverables list the following, but are not limited to: The media coverage locations and saturation for the anticipated date range of May 25 through June 30.
24	2.3	5	What utilization metrics are you able to measure (to demonstrate usage of the services, particularly those attributable to the media campaign)	Performance measures (e.g., impression clicks, geofences, ads)
25			Can the destination landing page(s) accept tracking pixels so we can monitor the conversions on the page(s)?	It will depend on who manages the landing page.
26			Are there specific social media pages dedicated to these initiatives? a. Who manages these social media pages? b. Have you run paid social advertising from these social pages before?	Yes, there is a Facebook page. a. The selected vendor manages the page. b. Yes
27	2.3 Appendix J and Appendix K	5, 40 and 41	What are the priority markets, ranked in order, for this campaign to promote the 750+ feeding sites? a. Are there any mandatory markets?	Review program information and data targeting areas of the state with a high percentage of children eligible for free lunch during the school year and low participation in SFSP and the 2024 National School Lunch Program (NSLP) and the 2025 SFSP Data Sheet to review target areas (Appendix J and K). a. The same answer as above.
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29	2.3 and 2.4	4 and 5	How do you foresee the budget breakdown by percentage among the scope components outlined?	Details for the ratio of staff services expense versus media buy expense. The Offeror will explain exactly what the State shall receive for this amount of funds and shall allow evaluators to determine the best proposals based upon the plan of action and the description of what the State shall receive in exchange for this amount.
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31	2.3	5	Who will the agency report to? a. Can you describe the approval process for projects?	The agency makes a report to the USDA Food and Nutrition Services. a. The selected vendor for this project will submit their preliminary plan and strategy for media coverage to the Mississippi Department of Education Office of Child Nutrition no later than May 15 for review and feedback.
32	7.4	11	How must the proposals be submitted?—Either printed/mailed or digital/MAGIC, or both	They can be submitted electronically via the Mississippi Accountability Governmental Information Collaboration System (MAGIC) no later than Friday, January 9, 2026, by 2:00 PM Central Standard Time (CST) . Or Ship To : MONIQUE CORLEY Office of Procurement The Mississippi Department of Education (Summer Food Service Program Media Campaign) RFx # 3120003260 359 North West Street Jackson, Mississippi 39201

Amendment Number Two

NOTE: This amendment two is hereby made a part of the Mississippi Department of Education's Request for Proposals. The Vendor acknowledges receipt of said amendment and is made aware of the changes contained therein. By signing this form, the Offeror accepts the changes as part of the contract requirement.



 Authorized Signature

1/6/26

 Date

Brian Bennett

 Printed Name



APPENDIX F
Acknowledgment of Amendments
Request for Proposals
Summer Food Service Program Media Campaign
Amendment Number One
December 23, 2025

The Office of Procurement, through this **Amendment Number One**, modifies the Request for Proposals for **Summer Food Service Program Media Campaign**, issued December 8, 2025.

The following section(s) are modified:

6.1 Questions and Answers

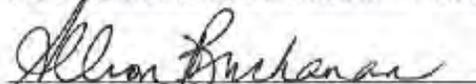
Questions must be submitted to ProcurementOnR@mdek12.org and must be received no later than **Friday, December 19, 2025 by 5:00 PM CST**, to ensure a response by the MDE. Responses to questions will be posted to the MDE website at <https://mdek12.org/procurement/rfp/> under "Public Notice" RFP/RFQ/RFA/Invitation to Bid section as an amendment to the solicitation on **Wednesday, December 24, 2025**. Questions received **after the deadline** shall not be considered. It is the Offeror's sole responsibility to regularly monitor the website for amendments and/or announcements concerning this solicitation.

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Amendment Number One

NOTE: This amendment one is hereby made a part of the Mississippi Department of Education's Request for Proposal. The Vendor acknowledges receipt of said amendment and is made aware of the changes contained therein. By signing this form, the Offeror accepts the changes as part of the contract requirement.


Authorized Signature

01/01/2026
Date

Allison Buchanan
Printed Name

Summer Food Service Program Media Campaign RFP Amendment Number One



APPENDIX F
Acknowledgment of Amendments
Request for Proposals
Summer Food Service Program Media Campaign
Amendment Number Two
December 24, 2025

Questions and Answers

The Office of Procurement, through this **Amendment Number Two**, modifies the Request for Proposals for **Summer Food Service Program Media Campaign**, issued December 8, 2025, to include the questions and answers below.

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3	2.4 and Appendix L	5 and 43	I see that the budget for advertising costs is \$48,000. Would you be able to clarify what the total budget is?	The total budget for the advertisement costs and staff services shall not exceed \$48,000.00 per year.
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Summer Food Service Program Media Campaign RFP Amendment Number Two

5			How many years has this SFSP initiative been available in Mississippi?	8 years
6	1.1	4	How has the SFSP program been promoted in the past? a. What tactics were most effective? b. What tactics were least effective? c. Can you share your current marketing plan?	The campaign has been promoted through Facebook Ads, Spotify, radio, billboards, and YouTube. a. Billboards, Radio, and Facebook b. YouTube c. To solicit offers from qualified, experienced, responsible and financially sound Offerors to provide media strategy planning and execution of the Summer Food Service Program (SFSP) for Mississippi which will be publicized throughout the state to increase parents' awareness of summer feeding sites.
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10			How has utilization of this program been in past years?	It has been used to show where summer feeding sites are located.
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Summer Food Service Program Media Campaign RFP Amendment Number Two

12			What are the perceptions of this program among the key audiences?	I am not able to provide feedback on perceptions of the program.
13			What are the barriers to utilization among the key audiences?—Why might they NOT utilize these services?	Transportation could be a possible barrier.
14			Have there been any complaints or incidents surrounding past SFSP programs?	Yes. Complaints related to meals are not uncommon in Child Nutrition programs, including SFSP, and are addressed through routine monitoring and corrective action processes.
15			Are there any other programs offering similar services that might compete with the SFSP program? a. What promotional tactics of theirs might you be aware of?	It is unknown.
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17			The USDA toolkit refers to two SFSP options: SUN Meals or Sun Meals to Go. Are you offering (and therefore promoting) both options or just one of them? a. If just one, please confirm whether that is SUN Meals.	SUN Meals is USDA's branding for all Summer Nutrition Meals. Some of these programs are not offered in Mississippi. Therefore, the focus will be on congregate and noncongregate meals (SUN Meals and Sun Meals to Go (Summer Food Service Program)).
18			The USDA toolkit refers to the program as SUN. This RFP refers to the program as "SFSP." Is the preference to brand the program as SFSP in Mississippi or can/should the program leverage the assets from the USDA toolkit under the SUN name	SUN Meals (Summer Food Service Program) is the name to use. When referencing non-congregate meals, SUN Meals to Go should be utilized.
19			The creative assets in the USDA toolkit are not specific to Mississippi or the MS Department of Education/Office of Public Health. Is the preference to customize the assets to include your specific branding? a. And if so, does this need to be branded with both the Office of Public Health and MS Department of Education logos? b. Are there any other entities that would need to be included in the creative assets that run in Mississippi?	The USDA toolkit is for nationwide branding. Yes, the customization should be the Mississippi Department of Education Office of Child Nutrition. a. No, only the Mississippi Department of Education Office of Child Nutrition. b. No.
20	1.1	4	What is the call-to-action that you would like to be communicated?—What would you like the audience to do as a result of seeing your ads? a. Is there a specific URL you would to send them to? b. And/or is there a specific phone number you would like them to call	Increase parents' awareness of summer feeding sites. a. USDA Summer Meals for Kids Site Finder SUN Meals Food and Nutrition Service . b. Summer Meals Text Service Number: 914-342-7744

Summer Food Service Program Media Campaign RFP Amendment Number Two

21			A note on the USDA website excludes Mississippi among the states that have data for finding summer meal sites. Will this data be searchable on the USDA site before this campaign kicks off? a. Or will there be a separate locator tool for the state of Mississippi?	Yes. The state submits data weekly to USDA for site advertisement purposes during the summer.
22			What does success look like to you for this campaign?	The public is informed about the summer feeding sites available in their area to maximize participation.
23	2.3	5	What are the Key Performance Indicators you would like to measure?	The Request for Proposal deliverables list the following, but are not limited to: The media coverage locations and saturation for the anticipated date range of May 25 through June 30.
24	2.3	5	What utilization metrics are you able to measure (to demonstrate usage of the services, particularly those attributable to the media campaign)	Performance measures (e.g., impression clicks, geofences, ads)
25			Can the destination landing page(s) accept tracking pixels so we can monitor the conversions on the page(s)?	It will depend on who manages the landing page.
26			Are there specific social media pages dedicated to these initiatives? a. Who manages these social media pages? b. Have you run paid social advertising from these social pages before?	Yes, there is a Facebook page. a. The selected vendor manages the page. b. Yes
27	2.3 Appendix J and Appendix K	5, 40 and 41	What are the priority markets, ranked in order, for this campaign to promote the 750+ feeding sites? a. Are there any mandatory markets?	Review program information and data targeting areas of the state with a high percentage of children eligible for free lunch during the school year and low participation in SFSP and the 2024 National School Lunch Program (NSLP) and the 2025 SFSP Data Sheet to review target areas (Appendix J and K). a. The same answer as above.
28	2.3	4	The RFP references media coverage and cites examples like broadcast, digital media, social media, billboards. Would Earned Media be among the consideration set for this work, or would that fall under a separate scope? a. If so, are there planned media worthy events, announcements or partnerships at this time? b. What spokespeople might you have in mind for this campaign	Provide a preliminary plan and strategy for the media coverage proposal to the MDE to include a minimum of two types of coverage (e.g., radio/television spots, mobile advertising, social media, and digital billboards). Earned Media would not be among the considerations for this set of work.
29	2.3 and 2.4	4 and 5	How do you foresee the budget breakdown by percentage among the scope components outlined?	Details for the ratio of staff services expense versus media buy expense. The Offeror will explain exactly what the State shall receive for this amount of funds and shall allow evaluators to determine the best proposals based upon the plan of action and the description of what the State shall receive in exchange for this amount.
30	2.4	5	Are hard costs (meals, hotel, transportation, events) covered in this budget?	The Offeror will explain exactly what the State shall receive for this amount of funds and shall allow evaluators to determine the best proposals based upon the plan of

Summer Food Service Program Media Campaign RFP Amendment Number Two

				action and the description of what the State shall receive in exchange for this amount.
31	2.3	5	Who will the agency report to? a. Can you describe the approval process for projects?	The agency makes a report to the USDA Food and Nutrition Services. u. The selected vendor for this project will submit their preliminary plan and strategy for media coverage to the Mississippi Department of Education Office of Child Nutrition no later than May 15 for review and feedback.
32	7.4	11	How must the proposals be submitted?—Either printed/mailed or digital/MAGIC, or both	They can be submitted electronically via the Mississippi Accountability Governmental Information Collaboration System (MAGIC) no later than Friday, January 9, 2026, by 2:00 PM Central Standard Time (CST). Or Slip To: MONIQUE CORLEY Office of Procurement The Mississippi Department of Education (Summer Food Service Program Media Campaign) RFx # 3120003260 359 North West Street Jackson, Mississippi 39201

Amendment Number Two

NOTE: This amendment two is hereby made a part of the Mississippi Department of Education's Request for Proposals. The Vendor acknowledges receipt of said amendment and is made aware of the changes explained therein. By signing this form, the Offeror accepts the changes as part of the contract requirement.



Authorized Signature

01/01/2026

Date

Allison Buchanan

Printed Name



APPENDIX F
Acknowledgment of Amendments
Request for Proposals
Summer Food Service Program Media Campaign
Amendment Number One
December 23, 2025

The Office of Procurement, through this **Amendment Number One**, modifies the Request for Proposals for **Summer Food Service Program Media Campaign**, issued December 8, 2025.

The following section(s) are modified:

6.1 Questions and Answers

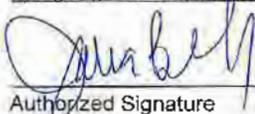
Questions must be submitted to ProcurementQnR@mdek12.org and must be received no later than **Friday, December 19, 2025 by 5:00 PM CST**, to ensure a response by the MDE. Responses to questions will be posted to the MDE website at <https://mdek12.org/procurement/rfp/> under "Public Notice" RFP/RFQ/RFA/Invitation to Bid section as an amendment to the solicitation on **Wednesday, December 24, 2025**. Questions received **after the deadline** shall not be considered. It is the Offeror's sole responsibility to regularly monitor the website for amendments and/or announcements concerning this solicitation.

13. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

By submitting a proposal, the offeror certifies that the prices submitted in response to the solicitation have been arrived at independently and without any consultation, communication, or agreement with any other offeror or competitor for the purpose of restricting competition.

Amendment Number One

NOTE: This amendment one is hereby made a part of the Mississippi Department of Education's Request for Proposals. The Vendor acknowledges receipt of said amendment and is made aware of the changes contained therein. By signing this form, the Offeror accepts the changes as part of the contract requirement.



Authorized Signature

January 8, 2026
Date

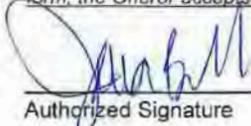
Jana Bell, President
Printed Name

Summer Food Service Program Media Campaign RFP Amendment Number One

				action and the description of what the State shall receive in exchange for this amount.
31	2.3	5	Who will the agency report to? a. Can you describe the approval process for projects?	The agency makes a report to the USDA Food and Nutrition Services. a. The selected vendor for this project will submit their preliminary plan and strategy for media coverage to the Mississippi Department of Education Office of Child Nutrition no later than May 15 for review and feedback.
32	7.4	11	How must the proposals be submitted?—Either printed/mailed or digital/MAGIC, or both	They can be submitted electronically via the Mississippi Accountability Governmental Information Collaboration System (MAGIC) no later than Friday, January 9, 2026, by 2:00 PM Central Standard Time (CST). Or Ship To : MONIQUE CORLEY Office of Procurement The Mississippi Department of Education (Summer Food Service Program Media Campaign) RFX # 3120003260 359 North West Street Jackson, Mississippi 39201

Amendment Number Two

NOTE: This amendment two is hereby made a part of the Mississippi Department of Education's Request for Proposals. The Vendor acknowledges receipt of said amendment and is made aware of the changes contained therein. By signing this form, the Offeror accepts the changes as part of the contract requirement.



 Authorized Signature
 Jana Bell, President

 Printed Name

January 8, 2026

 Date

CONFLICT OF INTEREST CERTIFICATIONS

The list of offerors, their principals, their parent organizations, and their subsidiary organizations which was provided to those executing conflict of interest certifications; all executed certifications with the Mississippi Ethics in Government laws attached

Conflict of Interest Certification

Mississippi Department of Education
Summer Food Service Program Media Campaign

Request for Proposals
RFx # 3120003260

CONFLICT OF INTEREST CERTIFICATION

Name: Sandra Hilliard

I am a(n) member of the Evaluation Committee.
 advisor to the Evaluation Committee.
 Agency official responsible for management of the procurement.

I have reviewed a list of all Offerors who responded to RFx # 3120003260.
 have not reviewed a list of all Offerors who responded to RFx # 3120003260.

I have reviewed the Mississippi Ethics in Government laws.*
 have not reviewed the Mississippi Ethics in Government laws.*

**The Mississippi Ethics in Government laws are codified at Mississippi Code Annotated §§ 25-4101 through 25-4-121 and are attached hereto.*

I hereby certify that I have no personal, financial, or familial interest in any of the contract offerors, or principals thereof. I have reviewed the conflict of interest standards prescribed herein and I do not have a conflict of interest with respect to the evaluation of this proposal or qualification. I further certify that neither I nor any member of my immediate family are engaged in any negotiations or arrangements for prospective employment or association with any of the offerors submitting proposals or qualifications or their parent or subsidiary organization.

Signature: Sandra Hilliard

Procurement will complete

Date/Time: 2/10/26 9:03 AM

Date/Time Evaluation Begins: 2/10/26 9:10am 

Conflict of Interest Certification

Mississippi Department of Education
Summer Food Service Program Media Campaign

Request for Proposals
RFx # 3120003260

CONFLICT OF INTEREST CERTIFICATION

Name: SUSIE Q EVANS - GATER

I am a(n) member of the Evaluation Committee.
 advisor to the Evaluation Committee.
 Agency official responsible for management of the procurement.

I have reviewed a list of all Offerors who responded to RFx # 3120003260.
 have not reviewed a list of all Offerors who responded to RFx # 3120003260.

I have reviewed the Mississippi Ethics in Government laws.*
 have not reviewed the Mississippi Ethics in Government laws.*

**The Mississippi Ethics in Government laws are codified at Mississippi Code Annotated §§ 25-4101 through 25-4-121 and are attached hereto.*

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Signature: SUSIE Q EVANS - GATER

Procurement will complete

Date/Time: 2/10/26 9:03 AM

Date/Time Evaluation Begins: 2/10/26 9:10 AM 

Conflict of Interest Certification

Mississippi Department of Education
Summer Food Service Program Media Campaign

Request for Proposals
RFx # 3120003260

CONFLICT OF INTEREST CERTIFICATION

Name: Yolanda Bacon

I am a(n) member of the Evaluation Committee.
 advisor to the Evaluation Committee.
 Agency official responsible for management of the procurement.

I have reviewed a list of all Offerors who responded to RFx # 3120003260.
 have not reviewed a list of all Offerors who responded to RFx # 3120003260.

I have reviewed the Mississippi Ethics in Government laws.*
 have not reviewed the Mississippi Ethics in Government laws.*

**The Mississippi Ethics in Government laws are codified at Mississippi Code Annotated §§ 25-4101 through 25-4-121 and are attached hereto.*

I hereby certify that I have no personal, financial, or familial interest in any of the contract offerors, or principals thereof. I have reviewed the conflict of interest standards prescribed herein and I do not have a conflict of interest with respect to the evaluation of this proposal or qualification. I further certify that neither I nor any member of my immediate family are engaged in any negotiations or arrangements for prospective employment or association with any of the offerors submitting proposals or qualifications or their parent or subsidiary organization.

Signature: Yolanda Bacon

Procurement will complete

Date/Time: 2/10/26 9:03 AM

Date/Time Evaluation Begins: 2/10/26 9:10 AM (18)

Conflict of Interest Certification

Mississippi Department of Education
Summer Food Service Program Media Campaign

Request for Proposals
RFx # 3120003260

CONFLICT OF INTEREST CERTIFICATION

Name: Pamela Cox

I am a(n) member of the Evaluation Committee.
 advisor to the Evaluation Committee.
 Agency official responsible for management of the procurement.

I have reviewed a list of all Offerors who responded to RFx # 3120003260.
 have not reviewed a list of all Offerors who responded to RFx # 3120003260.

I have reviewed the Mississippi Ethics in Government laws.*
 have not reviewed the Mississippi Ethics in Government laws.*

**The Mississippi Ethics in Government laws are codified at Mississippi Code Annotated §§ 25-4101 through 25-4-121 and are attached hereto.*

I hereby certify that I have no personal, financial, or familial interest in any of the contract offerors, or principals thereof. I have reviewed the conflict of interest standards prescribed herein and I do not have a conflict of interest with respect to the evaluation of this proposal or qualification. I further certify that neither I nor any member of my immediate family are engaged in any negotiations or arrangements for prospective employment or association with any of the offerors submitting proposals or qualifications or their parent or subsidiary organization.

Signature: Pamela Cox

Procurement will complete

Date/Time: 2/10/26 9:03 AM

Date/Time Evaluation Begins: 2/10/26 9:10 AM 

Conflict of Interest Certification

Mississippi Department of Education
Summer Food Service Program Media Campaign

Request for Proposals
RFx # 3120003260

CONFLICT OF INTEREST CERTIFICATION

Name: Jeremy Berry

I am a(n) member of the Evaluation Committee.
 advisor to the Evaluation Committee.
 Agency official responsible for management of the procurement.

I have reviewed a list of all Offerors who responded to RFx # 3120003260.
 have not reviewed a list of all Offerors who responded to RFx # 3120003260.

I have reviewed the Mississippi Ethics in Government laws.*
 have not reviewed the Mississippi Ethics in Government laws.*

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I hereby certify that I have no personal, financial, or familial interest in any of the contract offerors, or principals thereof. I have reviewed the conflict of interest standards prescribed herein and I do not have a conflict of interest with respect to the evaluation of this proposal or qualification. I further certify that neither I nor any member of my immediate family are engaged in any negotiations or arrangements for prospective employment or association with any of the offerors submitting proposals or qualifications or their parent or subsidiary organization.

Signature: 

Procurement will complete

Date/Time: 2/10/26 9:03 AM

Date/Time Evaluation Begins: 2/10/26 9:10am 

Conflict of Interest Certification

Mississippi Department of Education
Summer Food Service Program Media Campaign

Request for Proposals
RFx # 3120003260

CONFLICT OF INTEREST CERTIFICATION

Name: Gwenyth O'Quine

I am a(n) member of the Evaluation Committee.
 advisor to the Evaluation Committee.
 Agency official responsible for management of the procurement.

I have reviewed a list of all Offerors who responded to RFx # 3120003260.
 have not reviewed a list of all Offerors who responded to RFx # 3120003260.

I have reviewed the Mississippi Ethics in Government laws.*
 have not reviewed the Mississippi Ethics in Government laws.*

**The Mississippi Ethics in Government laws are codified at Mississippi Code Annotated §§ 25-4101 through 25-4-121 and are attached hereto.*

I hereby certify that I have no personal, financial, or familial interest in any of the contract offerors, or principals thereof. I have reviewed the conflict of interest standards prescribed herein and I do not have a conflict of interest with respect to the evaluation of this proposal or qualification. I further certify that neither I nor any member of my immediate family are engaged in any negotiations or arrangements for prospective employment or association with any of the offerors submitting proposals or qualifications or their parent or subsidiary organization.

Signature: Gwenyth O'Quine

Procurement will complete

Date/Time: 2/10/26 9:03 AM

Date/Time Evaluation Begins: 2/10/26 9:10 AM

Conflict of Interest Certification

Mississippi Department of Education
Summer Food Service Program Media Campaign

Request for Proposals
RFx # 3120003260

CONFLICT OF INTEREST CERTIFICATION

Name: John Robert Sykes

I am a(n) ___ member of the Evaluation Committee.
___ advisor to the Evaluation Committee.
 Agency official responsible for management of the procurement.

I have reviewed a list of all Offerors who responded to RFx # 3120003260.
___ have not reviewed a list of all Offerors who responded to RFx # 3120003260.

I have reviewed the Mississippi Ethics in Government laws.*
___ have not reviewed the Mississippi Ethics in Government laws.*

**The Mississippi Ethics in Government laws are codified at Mississippi Code Annotated §§ 25-4101 through 25-4-121 and are attached hereto.*

I hereby certify that I have no personal, financial, or familial interest in any of the contract offerors, or principals thereof. I have reviewed the conflict of interest standards prescribed herein and I do not have a conflict of interest with respect to the evaluation of this proposal or qualification. I further certify that neither I nor any member of my immediate family are engaged in any negotiations or arrangements for prospective employment or association with any of the offerors submitting proposals or qualifications or their parent or subsidiary organization.

Signature:  _____

Procurement will complete

Date/Time: 2/10/2026 at 9:05 am

Date/Time Evaluation Begins: 2/10/2026 at 9:10 am

EVALUATION OF PROPOSALS OR QUALIFICATIONS

Any documentation created by the procurement officials, the evaluation committee, or the advisors to the evaluation committee regarding the responsive and responsible determination and points allocated to the offerors; documentation of any discussions with offerors; post evaluation affidavits (if applicable)

PLAN of ACTION – Analysis Phase I		
PLAN of ACTION – 35 Total Points The quality and completeness of the Offeror's solutions and action plans for providing the core services identified in the solicitation's scope of services, demonstrating responsiveness, understanding, effectiveness, efficiency, and value to the SBE in a proposed approach; provide a documented record of past performance of providing similar services.		
20 Points Maximum – Offeror's Philosophy Provides a summary of the Offeror's philosophy for providing the specified services.	Comments: Have effective strategies for engaging audiences. It has been shown through partnerships with state agencies. They have executed targeted campaigns across demographics and area of coverage.	Points Awarded <u>18</u>
15 Points Maximum – Client Detail The Offeror must provide sufficient client detail to demonstrate it has significant experience in working with programs similar to the scope of this solicitation. Offeror must specify for each client.	Comments: The target audiences were clearly identified. This will ensure parents, guardians, leaders understand the purpose of the campaign. Their engagement and history and success with other state agencies demonstrates their capability.	Points Awarded <u>15</u>
TOTAL PLAN OF ACTION POINTS AWARDED		<u>33</u>
MANAGEMENT - Analysis Phase II		
MANAGEMENT – 25 Total Points Offeror must possess personnel, equipment, and facilities to provide timely services; the ability to technically implement all services listed in this solicitation with qualified and experienced staff; references align with the services required.		
15 Points Maximum – Resumes for Key Personnel Offeror must include qualifications and experiences for all key personnel assigned to this project	Comments: Key personnel assigned to the project includes skilled individuals who have been assigned major roles. Their areas of expertise demonstrate experiences related to the project as well as education.	Points Awarded <u>15</u>
10 Points Maximum – References Must meet the requirements as outlined in the References section. List a minimum of three (3) clients, including government clients, for whom your company has performed services similar to those requested in this solicitation's scope of services.	Comments: Services performed for MS State Department of Health was a top performing Ad. Their platform has indicate a broad reach and message repetition across demographics of similar services requested.	Points Awarded <u>10</u> ^{YB} <u>10</u>
TOTAL MANAGEMENT POINTS AWARDED		<u>25</u>
PRICE – Analysis Phase III		
PRICE – 40 Total Points		
Whereas MDE sets the price in this RFP; all Offerors shall be awarded the maximum amount of points available for Price.		Points Awarded 40
CUMULATIVE POINTS AWARDED TO PROPOSAL Plan of Action + Management + Price		Cumulative points awarded <u>98</u> ^{YB}

OCW-60 

Name of Solicitation SFSP Media Campaign

Evaluator Initial/Number SQEG

Assigned Proposal Number RFX # 3120003260 108

PLAN of ACTION – Analysis Phase I		
PLAN of ACTION – 35 Total Points The quality and completeness of the Offeror's solutions and action plans for providing the core services identified in the solicitation's scope of services, demonstrating responsiveness, understanding, effectiveness, efficiency, and value to the SBE in a proposed approach; provide a documented record of past performance of providing similar services.		
20 Points Maximum – Offeror's Philosophy Provides a summary of the Offeror's philosophy for providing the specified services.	Comments: Clear summary outlining philosophy and plan to deliver the service throughout the state; incorporated data provided in the RFP such as counties to target and types of media, target audience	Points Awarded 18
15 Points Maximum – Client Detail The Offeror must provide sufficient client detail to demonstrate it has significant experience in working with programs similar to the scope of this solicitation. Offeror must specify for each client.	Comments: Proposal contains detailed information and statistics related to the MSDH Syphilis Campaign and MS Census Campaign Impressions and analytics provided by Offeror	Points Awarded 15
TOTAL PLAN OF ACTION POINTS AWARDED		33
MANAGEMENT - Analysis Phase II		
MANAGEMENT – 25 Total Points Offeror must possess personnel, equipment, and facilities to provide timely services; the ability to technically implement all services listed in this solicitation with qualified and experienced staff; references align with the services required.		
15 Points Maximum – Resumes for Key Personnel Offeror must include qualifications and experiences for all key personnel assigned to this project	Comments: resumes provided explain the background and experience of all individuals who will be assigned to project; identifies their specific role on the project, including the sister company for media buying	Points Awarded 15
10 Points Maximum – References Must meet the requirements as outlined in the References section. List a minimum of three (3) clients, including government clients, for whom your company has performed services similar to those requested in this solicitation's scope of services.	Comments: Submitted 5 references for clients; all are presently served by the Offeror; entities are government (state, local, + county); type of work provided is similar to the scope of this RFP	Points Awarded 10
TOTAL MANAGEMENT POINTS AWARDED		25
PRICE – Analysis Phase III		
PRICE – 40 Total Points		
Whereas MDE sets the price in this RFP; all Offerors shall be awarded the maximum amount of points available for Price.		Points Awarded 40
CUMULATIVE POINTS AWARDED TO PROPOSAL Plan of Action + Management + Price		Cumulative points awarded 98

OCN-60 

Name of Solicitation SFSP Media Campaign Office of Child Nutrition

Evaluator Initial/Number JB

Assigned Proposal Number RFX # 3120003260

10

PLAN of ACTION – Analysis Phase I		
PLAN of ACTION – 35 Total Points The quality and completeness of the Offeror's solutions and action plans for providing the core services identified in the solicitation's scope of services, demonstrating responsiveness, understanding, effectiveness, efficiency, and value to the SBE in a proposed approach; provide a documented record of past performance of providing similar services.		
20 Points Maximum – Offeror's Philosophy Provides a summary of the Offeror's philosophy for providing the specified services.	Comments: <i>Focus Group provided detailed summary of their Media strategies. Listing the three measurable goals Reach, Relevance and Measurable Results (ROI) Data-driving Plan → Deliver clear actionable messaging to drive MDE's Summer Meals Programs. Performance Results showed value by Achieved Percentage + Number of Media Campaigns.</i>	Points Awarded 19
15 Points Maximum – Client Detail The Offeror must provide sufficient client detail to demonstrate it has significant experience in working with programs similar to the scope of this solicitation. Offeror must specify for each client.	Comments: <i>Focus Group demonstrated significant experience in working with media Campaigns, Noted 2019 + 2020 SFSP campaigns.</i>	Points Awarded 15
TOTAL PLAN OF ACTION POINTS AWARDED		34
MANAGEMENT - Analysis Phase II		
MANAGEMENT – 25 Total Points Offeror must possess personnel, equipment, and facilities to provide timely services; the ability to technically implement all services listed in this solicitation with qualified and experienced staff; references align with the services required.		
15 Points Maximum – Resumes for Key Personnel Offeror must include qualifications and experiences for all key personnel assigned to this project	Comments: <i>Outlined key area with lowest enrollment + participation rates. Also focus on highest concentrations of eligible children. Target Audience, Priority geographic focus, Media strategy for all target areas, Geofenced targeting in priority counties. Detail Summary from 2019 + 2020 SFSP Campaigns</i>	Points Awarded 15
10 Points Maximum – References Must meet the requirements as outlined in the References section. List a minimum of three (3) clients, including government clients, for whom your company has performed services similar to those requested in this solicitation's scope of services.	Comments: <i>Meet minimum references plus two additional references.</i>	Points Awarded 10
TOTAL MANAGEMENT POINTS AWARDED		25
PRICE – Analysis Phase III		
PRICE – 40 Total Points		
Whereas MDE sets the price in this RFP; all Offerors shall be awarded the maximum amount of points available for Price.		Points Awarded 40
CUMULATIVE POINTS AWARDED TO PROPOSAL Plan of Action + Management + Price		Cumulative points awarded 99 JB

OCN-Go



Name of Solicitation Summer Food Service Program Media Campaign

Evaluator Initial/Number SH

Assigned Proposal Number # 3120003260 1 

PLAN of ACTION – Analysis Phase I		
PLAN of ACTION – 35 Total Points The quality and completeness of the Offeror's solutions and action plans for providing the core services identified in the solicitation's scope of services, demonstrating responsiveness, understanding, effectiveness, efficiency, and value to the SBE in a proposed approach; provide a documented record of past performance of providing similar services.		
20 Points Maximum – Offeror's Philosophy Provides a summary of the Offeror's philosophy for providing the specified services.	Comments: <i>- plan of effectiveness & efficiency - detailed media plan in providing services - high engagement - targeted audience</i>	Points Awarded <i>20</i>
15 Points Maximum – Client Detail The Offeror must provide sufficient client detail to demonstrate it has significant experience in working with programs similar to the scope of this solicitation. Offeror must specify for each client.	Comments: <i>- direct experience with summer food service program - industry-standard design programs - offeror specifies at least 5 clients with the type of work that was provided</i>	Points Awarded <i>15</i>
TOTAL PLAN OF ACTION POINTS AWARDED		<i>35 -SH</i>
MANAGEMENT - Analysis Phase II		
MANAGEMENT – 25 Total Points Offeror must possess personnel, equipment, and facilities to provide timely services; the ability to technically implement all services listed in this solicitation with qualified and experienced staff; references align with the services required.		
15 Points Maximum – Resumes for Key Personnel Offeror must include qualifications and experiences for all key personnel assigned to this project	Comments: <i>All resumes are very detailed with areas of expertise & experience</i>	Points Awarded <i>15</i>
10 Points Maximum – References Must meet the requirements as outlined in the References section. List a minimum of three (3) clients, including government clients, for whom your company has performed services similar to those requested in this solicitation's scope of services.	Comments: <i>at least 3 clients were listed in which they are currently working with.</i>	Points Awarded <i>10</i>
TOTAL MANAGEMENT POINTS AWARDED		<i>25 -SH</i>
PRICE – Analysis Phase III		
PRICE – 40 Total Points Whereas MDE sets the price in this RFP; all Offerors shall be awarded the maximum amount of points available for Price.		
CUMULATIVE POINTS AWARDED TO PROPOSAL Plan of Action + Management + Price		Points Awarded 40
CUMULATIVE POINTS AWARDED TO PROPOSAL Plan of Action + Management + Price		Cumulative points awarded <i>100 -SH</i>

OCN To 

Name of Solicitation Summer Food Service Program Media Campaign

Evaluator Initial/Number P.C.

Assigned Proposal Number RFX# 3120003260

18

PLAN of ACTION – Analysis Phase I		
PLAN of ACTION – 35 Total Points The quality and completeness of the Offeror's solutions and action plans for providing the core services identified in the solicitation's scope of services, demonstrating responsiveness, understanding, effectiveness, efficiency, and value to the SBE in a proposed approach; provide a documented record of past performance of providing similar services.		
20 Points Maximum – Offeror's Philosophy Provides a summary of the Offeror's philosophy for providing the specified services.	Comments: <u>The Offeror allows data to drive decisions and they develop media strategies to determine the Results</u>	Points Awarded <u>18</u>
15 Points Maximum – Client Detail The Offeror must provide sufficient client detail to demonstrate it has significant experience in working with programs similar to the scope of this solicitation. Offeror must specify for each client.	Comments: <u>The Offeror has collaborated with MDE OCN in 2019 & 2020 SFSP Campaign. They have experience with MS Dept. of Health in 2020 and have over 17 years experience of creating, Marketing, public relation & Website development.</u>	Points Awarded <u>15</u>
TOTAL PLAN OF ACTION POINTS AWARDED		<u>33</u>
MANAGEMENT - Analysis Phase II		
MANAGEMENT – 25 Total Points Offeror must possess personnel, equipment, and facilities to provide timely services; the ability to technically implement all services listed in this solicitation with qualified and experienced staff; references align with the services required.		
15 Points Maximum – Resumes for Key Personnel Offeror must include qualifications and experiences for all key personnel assigned to this project	Comments: <u>The Team has vast experience in Sales, Marketing, Communication, Tourism, and Budgeting. They Also, have previous experience with developing Branding, Web design, familiar with optimization & performance across different platforms.</u>	Points Awarded <u>14</u>
10 Points Maximum – References Must meet the requirements as outlined in the References section. List a minimum of three (3) clients, including government clients, for whom your company has performed services similar to those requested in this solicitation's scope of services.	Comments: <u>The Offeror met all requirements for this Reference section. The References the company provided has performed services for are similar to those requested in this solicitation.</u>	Points Awarded <u>10</u>
TOTAL MANAGEMENT POINTS AWARDED		<u>57</u> <u>P.C.</u> <u>24</u>
PRICE – Analysis Phase III		
PRICE – 40 Total Points		
Whereas MDE sets the price in this RFP; all Offerors shall be awarded the maximum amount of points available for Price.		Points Awarded 40
CUMULATIVE POINTS AWARDED TO PROPOSAL Plan of Action + Management + Price		Cumulative points awarded <u>97 P.Cox</u>

OCN - 60

18

BEST AND FINAL OFFERS

Documentation regarding any requests for BAFOs; all responses received; recalculation of Price points; and memorandum regarding BAFO being requested more than once (if applicable)

Not Applicable

SINGLE PROPOSAL OR QUALIFICATION RECEIVED

Required written determination

Not Applicable

NOTICE OF INTENT TO AWARD AND EVALUATION COMMITTEE REPORT

*Notice of Intent to Award and Evaluation Committee Report,
including all required documents; proof of distribution directly to
offerors, on website, and on procurement portal; information
regarding debriefings, reconsideration, and the Agency
Procurement File on the website*

OFFICE OF CHILD NUTRITION
Mississippi Department of Education
Notice of Intent to Award
Revised February 26, 2026

Name of Solicitation (RFx No. 3120003260): Summer Food Service Program Media Campaign

Dates Advertised: 1st Advertisement - Friday, December 8, 2025
2nd Advertisement - Friday, December 15, 2025

Submission Due Date: Monday, January 9, 2026

Offerors Submitting Responses: Focus Group Inc. dba The Focus Group, WLBT3, Mad Genius, LLC, Maris, West, & Baker Inc., Allover Media, LLC dba Momentara Services, LLC

Allover Media, LLC dba Momentara Services, LLC, Maris, West, & Baker Inc. (MWB), Mad Genius, LLC and WLBT3 were deemed non-responsive and/or non-responsible and have been notified separately in writing stating the reason(s).

Focus Group Inc. dba The Focus Group provided the lowest, responsive and responsible bid.

We announce our intent to award contract to the following vendor upon approval by the Public Procurement Review Board and School Board of Education and completion of successful negotiations:

Awarded Vendor: Focus Group Inc. dba The Focus Group
City and State: Biloxi, MS 39630

Scope of Project: The MDE, Office of Child Nutrition requires the Vendor to provide media coverage of the Summer Food Service Program (SFSP) offered through the USDA Food and Nutrition Services. Managing experience of social media channels with using tone and messaging; and knowledgeable of design programs and languages to create appealing visuals from brand identity.

Scope of Contract:

- Term of Contract: April 3, 2026 – April 2, 2031
- Award Amount: \$240,000.00
- Method of Award: Request for Proposal

Funding Source: Federal

Summary of Selection Process: A comprehensive selection process was evaluated according to the criteria stated in the solicitation to award contract.

Scoring Criteria:

I. PLAN OF ACTION – 35 Total Points

- a. Offeror's Philosophy – 20 Points
- b. Client Detail - 15 Points

II. MANAGEMENT – 25 Total Points

- a. Resumes for Key Personnel - 15 Points
- b. References - 10 Points

III. PRICE – 40 Total Points

Whereas MDE sets the price in this RFP; all Offerors shall be awarded the maximum amount of points available for Price.

Note: The contract/attachments are made available for public inspection. Please contact [Public Records](#) to request public records pertaining to the intent to award.

Offerors who responded to this solicitation have an opportunity to request that the procuring Agency reconsider its intent to award the contract to a specific offeror or offerors. Offerors are reminded that any requests for reconsideration of this decision must be submitted MDE's Office of Procurement, attention Monique Corley, Director at ProcurementQnR@mdek12.org and the Director of OPSCR, attention Teselyn Funches at Teselyn.Funches@dfa.ms.gov within three (3) business days after the issuance of this notice or no later than February 18, 2026. Offerors may reference the Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations, Rule 5.6.3, for instructions on how to make a request for reconsideration. 12 Miss. Admin. Code Pt. 9, R. 5.6.3. It shall be the sole responsibility of the requesting offeror to ensure the request is timely received by all required parties. Failure to timely request reconsideration in compliance with this Section results in waiver of any claim an offeror may have as to the Agency's decision to award the contract.

The awarded vendor shall not begin work, purchase materials, or enter into subcontracts relating to the project or services until execution of the contract.

Offerors are reminded that the Agency Procurement File is available on the Agency website at [MDE Bid Announcements – Procurement](#)

Enclosure: Evaluation Committee Report

Evaluation Committee Report

Mississippi Department of Education (MDE)

Request for Proposals

Summer Food Service Program Media Campaign

RFx # 3120003260

EVALUATION COMMITTEE REPORT

The Mississippi Department of Education received proposals from the following Offerors:

- 1. Focus Group Inc. dba The Focus Group
- 2. WLBT3
- 3. Mad Genius, LLC,
- 4. Maris, West, & Baker Inc.,
- 5. Allover Media, LLC dba Momentara Services, LLC

Offeror 2, Offeror 3, Offeror 4, and Offeror 5 were deemed non-responsive and/or non-responsible. The evaluation committee did not evaluate Offeror 2, Offeror 3, Offeror 4, and Offeror 5's proposals. The remaining offeror's proposal was evaluated and received the following scores:

Offeror Name	Plan of Action Score	Management Score	Price Score	Overall Score	Overall Rank
The Focus Group	33.6	24.8	40	98.4	1

The Agency intends to award the contract to: **Focus Group Inc. dba The Focus Group**
The intended awardee was selected because: The Focus Group proposal was found to be responsive and responsible, and was evaluated according to the criteria stated in the solicitation, achieving the highest overall score.

Evaluation Committee Members and Advisors

Name	Job Title	Member or Advisor	State Employee or Non-State Employee*
Sandra Hilliard	Training Specialist III	Member	State Employee
Susie Q. Evans-Gater	Director, CACFP/SFSP	Member	State Employee
Yolanda Bacon	Education Program Supervisor	Member	State Employee
Pamela Cox	Office Director of State Fiscal Support and Contracts	Member	State Employee
Jeremy Berry	Child Nutrition, Pearl School District	Member	Non-State Employee

*The *curriculum vitae* of all non-state employees, evaluation committee scoresheets, record of discussions, and post-evaluation affidavits are attached hereto. The full Agency Procurement File is available for public inspection at [MDE Bid Announcements – Procurement](#).

Any unsuccessful offeror may request reconsideration of the Agency's intent to award the contract in accordance with Section 6.9.3 of the *PPRB OPSCR Rules and Regulations*.

RE: MDE: Notice of Intent to Award, Evaluation Committee Report - Summer Food Service Program Medi...



Procurement Contracts and Grants

To Procurement Contracts and Grants

Bcc 'abuchanan@focusgroupms.com'; 'jana.bell@mwb.com'; 'ehughes@madg.com'; 'meagan.welch@wlb.com';
 'govnotices@ALLOVERMEDIA.COM'; Leigh Washington

Reply Reply All Forward

Thu 2/26/2026 1:47 PM



Hello,

Please see the attached Revised Notice of Intent to Award and Evaluation Committee Report for the Summer Food Service Program Media Campaign Request for Proposals for the Mississippi Department of Education.

Thank you,

Office of Procurement

601-359-5716 | mdek12.org



MISSISSIPPI
DEPARTMENT OF
EDUCATION

Confidentiality Note: The information contained in this e-mail and/or document(s) attached is for the exclusive use by the individual named above and/or their organization and may contain confidential, privileged and non-disclosable information. If you are not the intended recipient, or an employee or agent responsible for delivering this message to the intended recipient, please refrain from reading, photocopying, distributing, retransmission, or otherwise using this e-mail or its contents in any way. If you have received this email in error, please notify me immediately by replying "Received in Error" and delete this message from your computer.

From: Procurement Contracts and Grants

Sent: Friday, February 13, 2026 9:47 AM

Subject: MDE: Notice of Intent to Award, Evaluation Committee Report - Summer Food Service Program Media Campaign

Hello,

Please see the attached Notice of Intent to Award and Evaluation Committee Report for the Summer Food Service Program Media Campaign Request for Proposals for the Mississippi Department of Education.

Thank you,

Office of Procurement



Kindergarten Readiness Assessment

GRANTS

- RFA – Mississippi Community Oriented Policing Services in Schools (MCOPS) Grant FY27 (2026-2027)
- RFA – Mississippi (MS) Farm to School (F2S) Mini Grant Round 2
- RFP – Blended Pre-Kindergarten Classroom Program Cohort 5 Grant
 - Amendment One
 - Pre-Proposal Conference
 - Pre-Proposal Conference PowerPoint
 - Amendment Two Q&A

Contents

- MDE Bid Announcements
- Purchasing Notes
- Procurement Resources Site
- Rules and Regulations
- Transparency – Mississippi.gov

CLOSED ANNOUNCEMENTS

CONTRACTS

- IFB – Decide to Succeed Training Facility
 - Amendment No. 1
 - Notice of Intent to Award
- RFP – Summer Food Service Program Media Campaign
 - Amendment One – Summer Food Service Program Media Campaign
 - Amendment Two – Summer Food Service Program Media Campaign
 - Notice of Intent to Award & Evaluation Committee Report

TECHNOLOGY



DEBRIEFINGS

List of offerors requesting a debriefing and when each debriefing was completed; any other documentation

Not Applicable

**REQUEST FOR RECONSIDERATION OF THE INTENT
TO AWARD**

*Any requests received and all related correspondence; the Agency response;
proof of distribution of the Agency response directly to bidders, on website, and on
procurement portal*

**PPRB APPROVAL (FOR AGENCY
BENEFIT ONLY-NOT AVAILABLE
WHEN SUBMITTED TO OPSCR)**

Correspondence with OPSCR, PPRB agenda, PPRB minutes
with approval, Notice of Contract Award

CANCELLATION OR REJECTION OF INDIVIDUAL PROPOSALS OR QUALIFICATIONS

Notice of cancellation and proof of distribution; required written determination; correspondence regarding rejection of individual proposals or qualifications; information regarding disposition of proposals or qualifications