



## **AGENCY PROCUREMENT FILE**

**Fiscal Agent for the RESA MegaContract  
Fiscal Year 2026**

**Authorized to do Business in the State**



MISSISSIPPI  
DEPARTMENT OF  
EDUCATION



# Michael Watson

## SECRETARY OF STATE

This is not an official certificate of good standing.

### Name History

**Name**

NORTH MISSISSIPPI EDUCATION CONSORTIUM, INC.

**Name Type**

Legal

### Business Information

**Business Type:**

Non Profit Corporation

**Business ID:**

632231

**Status:**

Good Standing

**Effective Date:**

07/19/1996

**State of Incorporation:**

Mississippi

**Principal Office Address:**

850 Insight Park Ave.  
University, MS 38677

### Registered Agent

**Name**

Jimmy Weeks  
850 Insight Park Ave.  
UNIVERSITY, MS 38677

### Officers & Directors

**Name**

BOBBY H PAPASAN  
1110 OAKHAVEN CIRCLE, P O  
BOX 1073  
TUNICA, MS 38676

**Title**

Incorporator

CECIL S WEEKS  
#4 WINFIELD DRIVE  
TUPLEO, MS 38801

Incorporator

Jimmy Holland Weeks  
850 Insight Park Ave.  
University, MS 38677

Director



MISSISSIPPI  
DEPARTMENT OF  
EDUCATION

Ensuring a bright future for every child

**INDEPENDENT CONTRACTOR  
DEBARMENT VERIFICATION FORM**

(Please print clearly or type)

**\*\*Appropriate signatures shall certify statements below.**

Contractor's Name	North Mississippi Education Consortium
Authorized Official's Name	Jimmy Weeks
Complete Address	850 Insight Park Ave. Suite 253C University, MS 38677
Contact Number	662-915-7763
Are you currently registered with <a href="http://www.sam.gov">www.sam.gov</a> ? (Yes or No)	Yes
Are you currently registered to do business in the State of Mississippi? (Yes or No) If yes, attach supporting documentation of registration status. If not, please register and provide documentation of registration status. (sole proprietor exempt)	Yes
All vendors authorized to do business with a State Agency must be registered in the MS Accountability Government Information and Collaboration (MAGIC), please provide supplier number.	3100018842

**FEDERAL DEBARMENT CERTIFICATION:**

CONTRACTOR hereby certify that at the execution of a contract with the Mississippi Department of Education, CONTRACTOR is not on the list for federal debarment on [www.sam.gov](http://www.sam.gov) – System for Award Management.

**STATE OF MISSISSIPPI REGISTRATION:**

CONTRACTOR hereby certify that at the execution of a contract with the Mississippi Department of Education, CONTRACTOR is not on the list for debarment on [www.sos.ms.gov](http://www.sos.ms.gov) for doing business with the State of Mississippi or with any Mississippi State Agency.

**PARTNERSHIP DEBARMENT CERTIFICATION:**

CONTRACTOR hereby certify that all entities who are in partnership through this contract or grant with the Mississippi Department of Education (MDE) (subcontractors, subrecipients, et al.) are not on the federal debarment list on [www.sam.gov](http://www.sam.gov) – System for Award Management or the State of Mississippi debarment list. Proof of documentation of partnership verification with SAM shall be kept on file and the debarment status shall be checked prior to submission of every contract/subgrant and modification to MDE.

Original Signature of Contractor or Authorized Official

Date

4/14/25

## Contract

Not yet available



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# Regulatory Board Approval

Not yet available



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## Exception to Required Clauses



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## MISSISSIPPI DEPARTMENT OF EDUCATION

Lance Evans, Ed.D.  
*State Superintendent*

TO: Monique Corley, Procurement Director

FROM: Dr. Lance Evans, State Superintendent of Education  
Erin Meyer, MDE General Counsel

SUBJECT: Regional Educational Service Agencies (RESA)

According to Miss. Code Ann. § 37-7-345(7), a procurement exemption exists in that the State Board of Education *shall* have the authority to contract with and provide funds to regional educational service agencies for *any* education-related service (emphasis added). This exemption applies in the instant matter and does not limit to whom the services are provided. The SBE is not limited to school districts.

Under any program, an SEA (State Education Agency, i.e., MDE) may provide services or assistance directly to MDE OR it may contract with an individual, association, agency (either LEA or ESA (education service agency), or organization, to provide such services or assistance. An SEA may contract to administer the entirety of any program, consistent with the SEA's procurement procedures.

While Miss. Code Ann. § 37-7-345 established the existence of regional educational service agencies in regions throughout the state of MS, based on a pooling of districts determining there are benefits and services that can be derived from the collective and collaborative formation of an agency for the purpose of pooling and leveraging resources for the common benefit of students, teachers, administrators, and taxpayers, there was no prohibition placed in the statute that the education-related services for elementary and secondary education would be limited to only the school districts. Rather, it spoke to the delivery of services, based on needs raised by the member districts. The State Board of Education not only has the authority to contract with the RESAs for any education-related service.

A handwritten signature in black ink, appearing to read "Lance Evans".

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Lance Evans, Ed.D.  
State Superintendent of Education

A handwritten signature in blue ink, appearing to read "Erin Meyer".

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Erin Meyer  
MDE General Counsel

# Request for Proposals



MISSISSIPPI  
DEPARTMENT OF  
EDUCATION

# **REQUEST FOR PROPOSAL**



**Fiscal Agent for the Regional Education Service Agencies  
(RESA) Mega Contract**

**Submission Deadline Date:  
Friday, March 28, 2025, 2:00 PM CST**

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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 Educator Continuum issues this Request for Proposal to solicit offers from qualified, experienced, responsible and financially sound Offerors to provide Fiscal Agent services for the RESA Mega Contract. Responses to this RFP will be accepted only from Regional Education Service Agencies (RESAs) with established operations and proven ability to perform all the core services requested in this solicitation. A more detailed listing of services is contained in the **Scope of Services (2.1)**.

Mississippi Code Annotated (Miss. Code. Ann.) § [37-7-345](#) states the State Board of Education shall have the authority to contract with and provide funds to regional education service agencies for any education-related service. The purpose of this contract is to support the goals of the State Board of Education (SBE) in addressing the effectiveness of teachers and leaders. A fiscal agent must be chosen to administer the contract and serve as the liaison between MDE Program Offices and RESAs.

All contract awards are at the discretion of the SBE. The contract will be awarded for a project period one (1)-year with four (4) optional one (1)-year renewals for a possible total of five (5) 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/or 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 review and acceptance.

## **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 Offerors of services or requirements that may require additional planning or programming on the Offeror's part. A detailed plan is required to respond to this solicitation to **describe the procedures** on how the Offeror will implement and achieve the services required.

### **2.1 Scope of Services**

The Fiscal Agent will sub-contract with the five (5) other RESAs in the state to perform the specified services for the Professional Development and Regional Service Delivery Model components. Services will include but are not limited to: (1) coordinating and facilitating training sessions; (2) procuring related services such as speakers/trainers; (3) developing training materials; (4) offering focused on-site and virtual professional development and technical assistance to schools and districts; (5) employing designated staff to provide content-specific training services; and (6) providing deliverables as described in **Section 2.3**.

## **Professional Development component requirements:**

The fiscal agent will subcontract with the other RESAs to mobilize resources and supports to assist districts and schools. This will be accomplished through performing the specified services to include coordinating and facilitating training sessions as well as procuring related services such as speakers/trainers and development of training materials. The number of days for each training session will vary based on the focus and design of the professional development.

## **Regional Services Delivery Model component requirements:**

The fiscal agent will employ designated staff as requested by the MDE program offices to provide content specific training services in the areas of mathematics, literacy, English Language Arts, special education, science, leadership, and any other area requested by the program offices. The fiscal agent is responsible for providing a no-cost meeting location for a minimum of two days each month and for obtaining supplies, including computers and other technical equipment for these content specialists which may be billed back to the program offices.

## **2.2 Contractor Prerequisites**

Eligible Offerors include all Mississippi RESAs meeting the following as outlined in Miss. Code. Ann. § [37-7-345](#):

- (1) A regional educational service agency (ESA) may be established in a region of the state when twelve (12) or more school districts determine there are benefits and services that can be derived from the collective and collaborative formation of an agency for the purpose of pooling and leveraging resources for the common benefit of students, teachers, administrators and taxpayers. An educational service agency shall be incorporated in the State of Mississippi and organized under the laws of the State of Mississippi as a nonprofit corporation. The educational service agency shall obtain 501(c)(3) status with the Internal Revenue Service.
- (2) The operation and management of the educational service agency shall be the responsibility of a public advisory board composed of the superintendents of schools or their designees from each participating school district.
- (3) A board of directors shall be elected on an annual basis from the advisory board to oversee the day-to-day operations of the agency.
- (4) The executive board shall hire an executive director to serve as the executive agent of the board of the regional educational service agency.
- (5) The board of directors of a regional educational service agency shall have the authority to establish policies for the regional educational service to determine the programs and services to be provided, to employ staff, to prepare and expend the budget, to provide for financing programs and projects of the regional educational service agency, and to annually evaluate the performance of the agency. The board may purchase, hold, encumber and dispose of real property, in the name of the agency, for use as its office or for any educational service provided by the agency.
- (6) The educational service agency is authorized and empowered to: develop, manage and provide support services and/or programs as determined by the needs of the local school district Educational service agencies (ESAs) shall:
  - (a) Act primarily as service agencies in providing services and/or programs as identified and requested by member school districts (services may include, but are not limited to, professional development, instructional materials, educational technology, curriculum development and alternative educational programs);
  - (b) Provide for economy, efficiency and cost effectiveness in the cooperative delivery and purchase or lease of educational services, materials and products (services may include, but are not limited to, purchasing cooperatives, insurance cooperatives,

business manager services, auditing and accounting services, school safety/risk prevention, and data processing and student records);

(c) Provide administrative services (services may include, but are not limited to, communications/public information, employee background checks, grants management, printing/publications and internships);

(d) Provide educational services through leadership, research and development in elementary and secondary education;

(e) Act in a cooperative and supportive role, including contracting, with the Mississippi Department of Education, Mississippi Institutions of Higher Learning, Mississippi Community Colleges and other state educational organizations in the development and implementation of long-range plans, strategies and goals for the enhancement of educational opportunities in elementary and secondary education; and

(f) Serve, when appropriate and as funds become available, as a repository, clearinghouse and administrator of federal, state, local and private funds on behalf of school districts which choose to participate in special programs, projects or grants in order to enhance the quality of education in Mississippi schools.

(7) The State Board of Education shall have the authority to contract with and provide funds to regional educational service agencies for any education-related service.

**Sources:** Laws, 2004, ch. 408, § 1; Laws, 2009, ch. 344, § 1, eff from and after July 1, 2009.

## 2.3 Deliverables

- Quarterly and End of Year (EOY) Reports are due no later than one month after each quarter and EOY. They are to include:
  - List of trainings offered that quarter;
  - Which RESAs were involved in facilitating each event and fee(s) paid;
  - Contractual costs for each event;
  - Fiscal Agent fee for each event;
  - Cost of facilities and/or supplies for each event; and
  - Percentage of the total facilitation fee each RESA received in that quarter.
- The following information is to be either included in each invoice or attached with the invoice:
  - Date of the event;
  - Location of the event;
  - Number of participants;
  - Facilitation cost to include which RESA led that event;
  - Facility costs by facility;
  - Any additional costs such as printing, food, etc. (Note: These should be specifically listed);
  - A subtotal and a fiscal agent fee amount along with the total for the entire event;
  - Sign-in sheets and evaluations from the event; and
  - Cost proposal with the proposed and final amounts listed.

## 2.4 Pay Rate

The budget for this scope of work will be in an amount not to exceed a **five percent (5%) Fiscal Agent Fee** for each fiscal year of the project.

## 2.5 Price Adjustment

### Price Adjustment to Account for Inflation

A price adjustment may be allowed which does not exceed the lesser of either 5% or the annual increase in the Consumer Price Index for all Urban Consumers (CPI-U) as published by the United States Bureau of Labor Statistics. Any such price adjustment will be effective only once per 12-month period, on the anniversary of the contract start date. If the CPI-U is a negative number, no adjustment in price shall be allowed. A negative CPI-U shall be counted against any subsequent increases in the CPI-U when calculating any price adjustment relative to later contract years. The Contractor shall provide any support for the request for a price adjustment required by the MDE. The MDE has the sole discretion to determine whether a price adjustment will be allowed. No price adjustment will be allowed other than as described in this paragraph. Any approval of a price adjustment shall be contained in a duly executed written amendment to this Contract.

### **SECTION 3. REFERENCES**

The Program Office staff and 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 Appendices C and D)

1. List up to a minimum of **three (3)** clients, including government clients, for whom the 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 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 the company provided to the client; and
- c. Contract dates (beginning and end dates) the company provided services to the client.

### **SECTION 4. MINIMUM QUALIFICATIONS**

The following minimum qualifications are mandatory. If, in the opinion of MDE, the Offeror fails to prove that the proposing RESA 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.

The Offeror must provide evidence of documented past performance of providing similar services as outlined in Section 3.

#### **4.1 Pre-Proposal Conference**

The MDE will host a workshop virtually on **Wednesday, March 5, 2025** to assist potential subgrantees with understanding the program and the proposal process. **Pre-proposal conference participation is mandatory and lack of attendance will remove the vendor from consideration.** A TEAMS link will be emailed to all six (6) RESAs. The meeting will be recorded and a link posted on the amendment.

#### **4.2 Questions and Answers**

Questions must be submitted to [ProcurementQnR@mdek12.org](mailto:ProcurementQnR@mdek12.org) and must be received no later than **Monday, March 10, 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 MDE Bid Announcements as an amendment to the solicitation on **Thursday, March 13, 2025**. Questions received after **the deadline** will not be considered for a response. It is the Offeror's sole

responsibility to regularly monitor the website for amendments and/or announcements concerning this solicitation.

#### **4.3 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 MDE Bid Announcements. 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.

#### **4.4 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.

#### **4.5 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.

#### **4.6 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.

#### **4.7 Registration with Mississippi Secretary of State**

By submitting a proposal, the Offeror certifies that it is registered to do business in the State of Mississippi as prescribed by Mississippi law and the Mississippi Secretary of State.

#### **4.8 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.

#### **4.9 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.

## **SECTION 5. PROCUREMENT OF CONTRACTS**

## 5.1 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 Educator Continuum** regarding this solicitation, the MDE, at its discretion, may disqualify the Offeror from submitting a proposal in response to this solicitation.

## 5.2 Submission Requirements

For proposals that are **shipped/mailed**, the proposal shall be submitted in one (1) original notebook binder using the Required Format in the section below. For proposals that are submitted in the [RFXS](#) portal, the proposal shall be electronically submitted using the Required Format in the specified section below. **The complete proposal including all attachments shall be submitted in a searchable Microsoft Office® format, preferably in Word® or Portable Document Format (PDF) only.** “Links” received to obtain a response via the RFXS will not be opened and the email will be rejected without further consideration for an award.

For a proposal submitted via electronic or mail more than once, the LAST timely proposal submitted will be the proposal considered for an evaluation and award. **All other submissions received will be rejected and not considered for an award.**

**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 it is clearly referenced and easy to locate.

## 5.3 Proposal Submission Period

A signed proposal packet shall be electronically submitted via [RFXS](#) no later than **Friday, March 28, 2025, by 2:00 PM Central Standard Time (CST).** Offeror shall allow at least 72 hours in advance of the due date to consider unforeseen technical issues. Proposals received after the time designated in the solicitation shall be considered late and shall not be considered for an award.

*The email subject line and electronic document shall identify the name of the solicitation and the name of the entity/individual submitting the response. Any deviation from these instructions may result in disqualification of the response proposal and shall not be considered for an award.*

### Example Format for Subject Line: Education Teacher Training

#### **Required Format:**

The Offeror shall provide the following:

- a. One (1) original signed copy of the complete proposal including all attachments.

***Section components must be clearly distinguished as follow:***

#### **1. COVER PAGE - Proposal Cover Sheet (Appendix A)**

#### **2. COMPONENT 1 – PLAN OF ACTION**

***Detailed Service Plan*** – RESAs shall provide a clear and concise plan of action and the procedures to encompass the minimum qualifications included in the following

Tabs for Professional Development, Regional Delivery Service Model, and Deliverables and to implement expected outcomes/results to achieve the scope of work, including the proposed fiscal agent fee of 5% or less. Any required information that is omitted and not addressed in the tabs below or minimum qualifications section will disqualify submission and will not be considered for an award.

**a. Tab 1 – Professional Development**

**b. Tab 2 – Regional Delivery Service Model**

**c. Tab 3 – Deliverables**

**3. COMPONENT 2 – ADMINISTRATION/REFERENCES**

**a. Tab 4 – Performance History** references must indicate a record of past performance providing similar services and must meet the requirements as set forth in the References section. (See Section 3)

**b. Tab 5 – Personnel, Equipment, and Facilities** to provide timely services and technically implement all services listed in this solicitation with qualified and experienced staff. Resume(s) must include qualifications and experiences for all key personnel assigned to this project.

**4. COMPONENT 3 – OTHER**

**a. Tab 6 – Signed Contingent Fee/Acknowledgement of Amendments**, if applicable.

If the Offeror has additional information it would like to provide, include it as the Component Section of the 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.

**5.4 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.

### **5.5 Proposal Submission Period**

A signed proposal packet shall be electronically submitted via [RFXS](#) no later than **Friday, March 28, 2025, by 2:00 PM Central Standard Time (CST)**. Offeror shall allow at least 72 hours in advance of the due date to consider unforeseen technical issues. Proposals received after the time designated in the solicitation shall be considered late and shall not be considered for an award.

*The email subject line and electronic document shall identify the name of the solicitation and the name of the entity/individual submitting the response. Any deviation from these instructions may result in disqualification of the response proposal and shall not be considered for an award.*

**Example Format for Subject Line: Education Teacher Training by Joe Blow Inc (DO NOT UNDERSCORE or INSERT SYMBOLS)**

**OR**

**Shipping instructions** are provided below:

**An original signed proposal packet one (1) copy shall be shipped/mailed and received in a sealed envelope at the MDE no later than Friday, March 28, 2025, 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  
(Fiscal Agent for the Regional Education Service Agencies (RESA) Mega Contract)  
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 received 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 [RFXS](#). The Offeror shall be notified as soon as practicable if their proposal was rejected and the reason for such rejection.

## 5.6 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.

## 5.7 Important Tentative Dates

<b>Tuesday, February 25, 2025</b>	Request for Proposal emailed directly to Regional Education Service Agencies (RESAs)
<b>Wednesday, March 5, 2025</b>	Mandatory Virtual Pre-Proposal Conference
<b>Monday, March 10, 2025</b>	Deadline to submit questions and request for clarification <b>by 5:00 PM CST</b>
<b>Thursday, March 13, 2025</b>	Responses to questions and request for clarification emailed
<b>Friday, March 28, 2025</b>	Proposal submission deadline <b>by 2:00 PM CST</b>
<b>Thursday, April 17, 2025</b>	State Board of Education (SBE) Meeting
<b>Monday, July 1, 2025</b>	Contract effective date

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

## 5.8 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.

### **5.9 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.

### **5.10 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.

### **5.11 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;
15. In person delivery of proposal; or
16. The Offeror failed to attend the mandatory pre-proposal conference.

### **5.12 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.

### **5.13 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. 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. **Plan of Action** (Weight/Value –75%) – 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 for Professional Development, Regional Delivery Service Model, and Deliverables. Must include designated amount for the fiscal agent fee of 5% or less.
2. **Administration/References** (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.

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 6. PUBLIC RECORDS**

### **6.1 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).**

### **6.2 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.

### **6.3 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 7. CONTRACT AWARD**

Funds and awards are subject to appropriations by the state/federal government. This is a multi-term contract that will be awarded in the approximate amount of \$8,000,000.00 per project year

contingent on the availability of funds and continuation of the required services. The contract will not exceed a five (5) year period.

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, the offeror's proposal, and the Best and Final Offer (BAFO), if applicable, shall be incorporated into the successful offeror(s)' contract.

### **7.1 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.

### **7.2 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; and
- Provide available information to assist the contractor.

### **7.3 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.

### **7.4 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.

### **7.5 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.

#### **7.6 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.

**End of this page**

## 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: \_\_\_\_\_

## **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.*

### **1. ACCEPTANCE PERIOD**

The electronic copy of the response (proposal, bid, or application) 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 bidder.

### **2. 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.

### **3. 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.

### **4. 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.

### **5. APPROVAL**

It is understood that if this contract requires approval by the Public Procurement Review Board "PPRB" and/or the 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.

### **6. 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.

### **7. 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.

## **8. 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.

## **9. 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 MDE shall have the right upon ten (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 termination shall be as specified in the notice of termination.

## **10. 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 or 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.

## **11. 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.

## **12. 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.

## **13. 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.

#### **14. 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.

#### **15. 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.

#### **16. 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.

#### **17. 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.

#### **18. 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.

#### **19. 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.

#### **20. 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.

## **21. 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.

## **22. 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.*

## **23. 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) calendar days of receipt of invoice. Mississippi Code Ann. § 31-7-301 *et seq.*

## **24. 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 cancellation/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.

## **25. 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.

## **26. 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.

## **27. 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.

## **28. 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*.

## **29. 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.

### **30. 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.

### **31. 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.

### **32. 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.

### **33. 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.

#### **34. 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.

#### **35. 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.

#### **36. 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.

#### **37. 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.

### **38. MINOR INFORMALITIES AND IRREGULARITIES**

The MDE has the right to waive minor defects or variations of a [bid, proposal, qualification, application] from the exact requirements of the specifications that do not affect the price, quality, quantity, 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 a Offeror for the MDE to properly evaluate the offer, the MDE has 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, quality, quantity, delivery or performance time of the services being procured and such a request does not create an unfair advantage for any Offeror. *(Information requested may include, for example, a copy of business or professional license, or a work schedule.)*

### **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 liability of the Contractor for harm arising out of the Contractor's or its subcontractors' performance under this agreement.

### **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**

The contract shall be governed by the applicable provisions of the *Mississippi 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](http://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.

#### **46. 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 RFP 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.

#### **47. 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.

#### **48. 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.

#### **49. CONTRACTOR'S REPRESENTATION REGARDING CONTINGENT FEES**

By executing the contract the contractor represents that it has not retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract. If contractor cannot make such representation, a full and complete explanation shall be submitted in writing to MDE prior to contract execution.

#### **50. 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.

#### **51. 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](http://www.transparency.ms.gov) and shall be available for at the Agency for examination, inspection, or reproduction by the public. The Offeror 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.

## **52. 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.

## **53. 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.

## **54. 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.

## **55. 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.

## **56. 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.

## **57. 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.

#### **58. 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.

#### **59. 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.

#### **60. 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.

#### **61. 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 - 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 D - REFERENCE SCORE SHEET**

**Applicant 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
Applicant easy to work with in scheduling services?	Yes	No
Was the service completed on time and within budget?	Yes	No
Applicant 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 applicant 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 applicant? 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:**

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Program Director: \_\_\_\_\_  
Signature Title Date

## **Appendix E – 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](https://mdek12.org/procurement/rfp/) at <https://mdek12.org/procurement/rfp/> under MDE Bid Announcements 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.*

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**Authorized Signature**

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**Title of Authorized Person**

## **Appendix F – 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 bidder 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: \_\_\_\_\_

*Modifications or additions to any portion of this document may be cause for rejection of the bid*

## **Appendix G – 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 H – 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 I – Fee Schedule

### **MISSISSIPPI DEPARTMENT OF EDUCATION RESA Mega Contract Facilitation Fee Schedule**

It is the program office's responsibility to review the cost proposals and invoices for accuracy prior to approval of obligations and liquidations. Prices are subject to change based on specific additions and requirements.

Webinar			
	Two Hour	Half-Day	One-Day
1-30 Participants	\$100.00	\$175.00	\$250.00
31-75 Participants	\$100.00	\$175.00	\$250.00
76-200 Participants	\$100.00	\$175.00	\$250.00
201+ Participants	\$100.00	\$175.00	\$250.00

Virtual Professional Development			
	Two Hour	Half-Day	One-Day
1-30 Participants	\$200.00	\$300.00	\$500.00
31-75 Participants	\$250.00	\$425.00	\$750.00
76-200 Participants	\$350.00	\$525.00	\$1,000.00
201+ Participants	\$425.00	\$650.00	\$1,200.00

Virtual Conference			
	Two Hour	Half-Day	One-Day
1-30 Participants	\$200.00	\$300.00	\$500.00
31-75 Participants	\$300.00	\$425.00	\$750.00
76-200 Participants	\$400.00	\$650.00	\$1,200.00
201+ Participants	\$500.00	\$800.00	\$1,500.00

Face-to-Face			
	Two Hour	Half-Day	One-Day
1-30 Participants	\$200.00	\$300.00	\$500.00
31-75 Participants	\$250.00	\$425.00	\$750.00
76-200 Participants	\$350.00	\$525.00	\$1,000.00
201+ Participants	\$425.00	\$650.00	\$1,200.00

#### **Facilitation Rate Per Day:**

1-30 participants - \$500; 31-75 participants - \$750; 76-200 participants - \$1,000; 201+ participants - \$1,200

- The facilitation rate will be reduced by 20% when registration services are not requested.
- The amount billed by the RESAs will be based upon the actual number of registered participants plus walk-ins.
- Facilitation costs cover the associated costs related to the facilitation of the event excluding the costs that are charged separately (as denoted below).
- Includes parking fees.

---

#### **Facility and Audio/Visual Equipment Rental:**

Costs will be determined based upon the program office needs and will be provided in the cost proposal. Facility/room rental and audio/visual costs are not included in the facilitation rate.

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**Workshop Materials, Printing, and Duplication:**

Costs will be determined based upon the program office needs and will be provided in the cost proposal. Workshop materials, printing, and duplication costs are not included in the facilitation rate.

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**Meals/Refreshments:**

Refreshments:

\$5/person (2 breaks)

- The amount billed by the RESAs will be based upon the actual number of food ordered following the registration deadline.
  - Variances between the number of meals charged and the number of attendees will require written justification from the RESAs prior to payment of invoices.
  - If proposed costs exceed the approved RESA rates noted above, the NMEC must submit a justification for MDE approval to proceed. Under no circumstance should the food costs exceed the daily maximum meal allowance applicable to the location where the meeting is held, per MDE policy. If proposed costs exceed the approved RESA rates noted above, refer to the [current State of Mississippi Maximum Daily Reimbursement Rates for Meals](#) on the Department of Finance and Administration's web page at <http://www.dfa.state.ms.us/Purchasing/Travel/Travel.html>.
  - Meal/refreshment costs are not included in the facilitation rate.
- 


**Fiscal Agent Fee: Maximum of Five Percent (5%)**

# Receipt of Proposals



MISSISSIPPI  
DEPARTMENT OF  
EDUCATION

REGISTER OF PROPOSALS: RFP - Fiscal Agent for the Regional Education Service Agencies (RESA) Mega Contract  
DUE DATE OF PACKETS: 3/28/2025  
TIME PACKETS DUE: 2:00 p.m.

#	Date Received	Name of Offeror/Recipient	Method of Delivery	Response Received by	Received Late? (Record time for LATE submissions)	Program Office Rep	Packets Verified By:	Additional Notes
1	Fri 3/28/2025 9:46 AM	North Mississippi Education Consortium	RFXS	John Sykes	NO	Y.C.		
2								
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								
13								
14								
15								
16								

**From:** [Anna Gillentine](#)  
**To:** [REFS](#)  
**Cc:** [SUSAN KAY SCOTT](#); [Jimmy Weeks](#)  
**Subject:** Fiscal Agent for the Regional Education Service Agencies (RESA) Mega Contract/NMEC/JWeeks  
**Date:** Friday, March 28, 2025 9:47:17 AM  
**Attachments:** [NMEC.MEGA RFP.pdf](#)

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**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.

Please see the attached proposal.

Thank you for allowing us to submit.

**Anna Gillentine**

North Mississippi Education Consortium  
850 Insight Park Avenue, Suite 253C  
Post Office Box 1848  
University, MS 38677-1848  
[www.northmsec.com](http://www.northmsec.com)  
Phone: (662)915-7763  
Fax: (662)915-3790

## All Proposals Received



MISSISSIPPI  
DEPARTMENT OF  
EDUCATION

# Proposal Cover Sheet Appendix A

## Appendix A – Proposal Cover Sheet

Company/Name: North Mississippi Education Consortium

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	Jimmy Weeks
Mailing Address	850 Insight Park Avenue, Suite 253C
City, State, Zip	Univeristy, MS 38677
Telephone:	662-915-7763
E-Mail Address:	jweeks@olemiss.edu

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

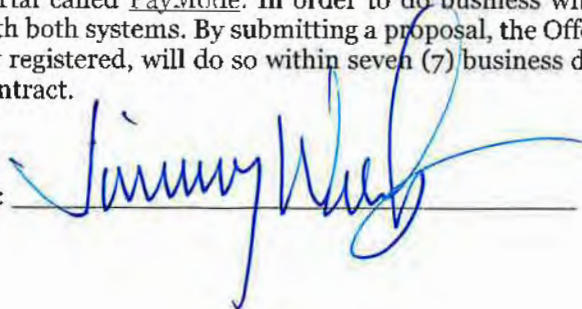
Contact Person and Title	
Telephone Number	
Email Address	
Physical Address	
City, State, Zip	
Mailing Address	
City, State, Zip	

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: 3/27/2025

# Component 1- Plan of Action

# Tab 1- Professional Development

## COMPONENT 1- PLAN OF ACTION

### **a. Professional Development**

The North Mississippi Education Consortium (NMEC) is one of six Regional Education Service Agencies (RESAs) in the state of Mississippi. NMEC is a partnership between forty-four North Mississippi public school districts, three community colleges - Northeast Community College, Northwest Community College, Itawamba Community College - and the University of Mississippi- School of Education.

NMEC's purpose is to function as a conduit to provide quality educational programs through cooperative efforts and shared resources for the benefit of students, teachers, administrators, and taxpayers throughout the state. These efforts include pooling local resources for special projects, professional development, sharing of expertise among members, identifying and securing revenues for cooperative projects, and exerting influence on state and national educational issues. NMEC is proud to offer some of the highest quality professional development opportunities in Mississippi, conducted by top state and national level speakers and trainers.

In 2010, NMEC worked hand in hand, with the Mississippi Department of Education (MDE), to establish the very first MEGA Contract. Since that time, NMEC has served as not only the fiscal agent for the MDE MEGA Contract, but as the liaison between MDE and the other five RESAs – East Mississippi Center for Educational Development (EMCED), Delta Area Association for Improvement of Schools (DAAIS), Southwest Mississippi Education Consortium (SMEC), Southern Regional Educational Service Agency (S-RESA), and the Gulf Coast Education Initiative Consortium (GCEIC). During this time, NMEC has developed and fine-tuned procedures to create a smooth and seamless operation to accomplish the goals set forth by MDE. With this being said, NMEC will continue to refine operations as needed to maintain the high-quality level of service our stakeholders have grown accustomed to.

The professional development portion of this project consists of:

#### **(1) Coordinating and facilitating training sessions**

In following current procedures, MDE initiates the request for professional development by creating a RESA Facilitation Request Form, which includes the specific details of the professional development training such as: title, description, facility request and location, set-up, credits being offered (CEU's or SEMI's), and method of delivery (virtual or in-person). Once signed by the appropriate departmental signatories, the facilitation request is then sent to the NMEC Project Director, Susan Scott. Depending on the geographical location for the requested professional development, Susan then forwards the form to the appropriate RESA to secure a training location, and to generate a cost estimate to return to NMEC. If there are multiple training sites per training (ex: AIM Pathways to Proficient Reading-Oxford, Jackson, Hattiesburg), NMEC will compile all information into one final cost proposal for submittal to the requesting MDE program office. Upon program office signatures of approval, the request is then forwarded to Dr. Lea Johnson, MDE Office of Professional Development Bureau Director, for final MDE approval and documentation. After notification of final approval, NMEC enters the training details into Seatisfy, the proprietary shared database utilized by all RESAs for

registration and facilitation of each professional development session conducted across the state. Once this step is complete, NMEC sends the registration link to the requesting MDE program office and the facilitating RESA to double-check all details before advertising. At this point, if educational credit information (CEU, SEMI, or OSL) is not included with the RESA Request Form, Anna Gillentine, Program Manager, communicates with the requesting office to secure the necessary information to apply for these credits and forwards this information to the facilitating RESA.

At this stage, as the fiscal agent, NMEC begins to advertise the professional development session using a multitude of methods. NMEC advertises workshops by emailing its listservs, superintendents, district and building level administrators, and participants of past trainings. In addition, the facilitating RESA is asked to notify their area and widely advertise the training. NMEC also relies on MDE to utilize its email listservs and its regular newsletter, EdUpdate. The advertisement includes professional development session details, requirements, costs (if any) and registration instructions.

After a person registers for a professional development session, NMEC utilizes Seatisfy to generate and send an immediate confirmation email to the registrant. Through Seatisfy, NMEC has the capability to send automatic email reminders to individuals who have registered for a professional development session. Depending on when a person registers, up to 5 email reminders will be sent before the professional development takes place. The reminders are sent 30 days, 14 days, 7 days, 3 days, and 1 day before the date of the session. Including the confirmation email sent upon registration completion, participants can receive up to 6 emails confirming and reminding them of the upcoming professional development session.

If desired by the requesting MDE program office, NMEC has the capability to ask specific questions, share special instructions, and request specific information from participants for the purpose of making professional development sessions more relevant and efficient for the trainers and participants while providing valuable data to MDE.

NMEC, and the facilitating RESA, monitors registration, generates sign-in sheets and nametags, distributes and collects post-session evaluation information, and generates evaluation summaries, which are then provided to MDE, all through Seatisfy. Unless otherwise requested, NMEC utilizes the standard MDE evaluation form, which is sent to them through email and requested multiple times after the training (1 day, 3 days, 7 days, 14 days and 30 days after the training). The evaluation questions can be customized, if requested by MDE.

After NMEC facilitates a professional development session, a link is sent to the participants to apply for CEU, SEMI, or OSL credits. After the participant completes the online application, NMEC processes the credit and uploads the certificate to the participants NMEC/Seatisfy account, which can be accessed at any time, from anywhere on any device as long as an individual has access to the Internet.

As the current fiscal agent for the MEGA Contract, NMEC requests, collects and compiles all invoices from each RESA for completed professional development sessions. NMEC then amends the original cost proposal to reflect actual costs to be reimbursed, which includes

previously determined facilitation fees to be paid to the facilitating RESA as specified in Appendix I-Fee Schedule, facility costs itemized by location, any additional charges such as: materials, supplies, printing, food, and the fiscal agent fee of 5%. NMEC uses Xero Accounting software to generate all invoices. A unique feature of XERO is the ability to upload and attach all supporting documentation (cost reimbursements, sign-sheets, evaluations, etc.). All invoices are sent to Dr. Johnson at MDE, who then works with the appropriate program office to approve the final cost and send for process of payment. Since NMEC is set up in MAGIC, we are notified through Paymode when all invoices are paid. As fiscal agent, NMEC processes payments of individual invoices to the other RESA's. NMEC requests to negotiate the facilitation fee for RESAs listed in Appendix I-Fee Schedule.

#### **NMEC Cost Reimbursement**

<b>Registration (pre-workshop and onsite), Facilitation, Processing Credits, etc.</b>	<b>Cost Proposal (Projected Costs)</b>	<b>Cost Reimbursement (Actual Costs)</b>
January 23- Cleveland, DSU (DAAIS, Dr. Tracy Cameron)	\$750.00 x 2 sessions= <b>\$1,500.00</b>	Jan. 23- \$500.00
January 24- Jackson (SMEC, Carolyn Mack)		Jan. 24- \$500.00
<b>Facilities</b>	Total= \$1,600.00	Jan. 23- \$100.00
January 23- Cleveland, DSU Ewing Hall Jacob Center \$200.00		Jan. 24-\$1,036.00
January 24- Jackson, R & D Center \$1,400.00		
Sub-Total	\$3,100.00	\$2,136.00
Fiscal Agent Fee 5%	\$155.00	\$106.80
<b>Total</b>	<b>\$3,255.00</b>	<b>\$2,242.80</b>

#### **(2) Procuring related services such as speakers/trainers**

For procurement of supplies, equipment, speakers, and contractual agreements, NMEC will follow its Board adopted purchasing guidelines, which are based on the purchasing guidelines of Mississippi, as stated in MS Code of 1972, Section 37-7-13.

NMEC currently works and will continue to work to procure needed aspects of professional development such as: conference/training materials, keynotes/speakers for conferences/workshops, and other contractual services needed to support and assist school districts (administrators, teachers, students, and MDE). NMEC has issued Request for Proposals (RFPs) for larger projects which resulted in contracts with national companies, for example: National Career Academy Coalition (NCAC), AIM, and National Dropout Prevention Center (NDPC). The RFP details will be approved by the program office prior to advertising. RFPs will be posted on the NMEC website and advertised wide-reaching publication. NMEC and the program office will have a team to score each proposal to select the winning bid. A cost proposal will be completed and submitted to MDE for approval. The selected entity will be notified and will enter into a contract with NMEC. All other entities will be notified that they were not selected. For smaller contracts and purchases, NMEC will request and collect quotes, based on MDE's list of qualified vendors on the Contractual Services Request Form. The quotes will be sent to the program office that is requesting the service, and a selection will be made. NMEC will complete a cost proposal and once approved, will enter into a contract or MOA with the entity providing services. NMEC will invoice MDE based on the agreements with each entity and process payment for the services provided.

NMEC will invoice MDE for all services and items that have been requested and accepts responsibility for paying all RESAs and people or companies that have a contractual agreement and are approved for reimbursement by MDE.

NMEC will incur costs associated with being the fiscal agent, which includes: hiring an outside accounting firm (Watkins, Ward and Stafford) to conduct annual external audits in accordance with state and federal guidelines, additional fees for insurance coverage- General Liability, Workman's Comp, and Professional Liability, bank fees, printing checks and mailing, direct deposit (for employee wages and travel reimbursement), tax preparation W2/1099s, and NMEC employee functions associated with the MEGA contract (facilitation, process paperwork/contracts/Memorandum of Understanding (MOU), RFPs and Requests for Quotes, human resource management (PDCs and Contract Workers), Business Manager responsibilities, Project Coordinator responsibilities, Project Manager responsibilities, NMEC Director responsibilities, etc). NMEC requests 5% on all transactions as the fiscal agent. NMEC requests the right to negotiate the 5% fiscal agent fee in the future based on CPI-U and #43, as noted in the RFP.

NMEC has served as a support for MDE with the Digital Learning Initiative (DLI). With the DLI, we sub-contracted with entities such as: Kennesaw State University, CDW, FriED, MS State University Center for Cyber Education, and the University of MS to employ appx. 26 individuals as Professional Development Coordinators for Digital Learning. In addition, NMEC employed several individuals as contract workers to serve as digital learning coaches and paid their travel, along with the UM DLI employees. Their salaries and travel were received via Direct Deposit. NMEC procured laptops, screens, subscriptions, supplies, etc. for the employees under this contract.

NMEC currently contracts with MDE, for the ARP EANS-Private Schools for \$4,000,000.00, is to assist three private schools in procuring and purchasing needed items and consultant support services.

In addition, NMEC has been a liaison/support between MDE and other entities (ex: CEEDAR, MSU Center for Cyber Education, and REACH MS). We have served as the fiscal agent for CEEDAR, appx. \$366,000.00, to develop training and provide support to MDE and school districts. We work with MSU and Reach MS to coordinate professional development and streamline the paperwork which entails cost proposals, invoicing, and paying RESAs.

NMEC has many other partnerships that enhance the education of Mississippi's children. NMEC has had opportunities to work with the MS Council for Exceptional Children (MS CEC), for the last several years. NMEC coordinates with the MS CEC Board to plan their annual conference including: facility, keynotes, food, materials and supplies, program design, conference website design and creation, recruitment (presenters, vendors, participants), decorating, receiving POs and invoicing registrants and vendors. NMEC partners with the MS Literacy Association, in coordination with MDE, hosts its annual conference, with approximately 770 people. NMEC supports the conference through facilitation services, designs/creates the program, provides billing services for the registrants and vendors (nearly \$800,000 over several years). In addition, NMEC operates/manages the Whova app that allows an extra level of engagement for all conference participants. We, also, partner with MS Whole Schools, University of Mississippi Poverty Simulation and Awareness, University of Mississippi's World Class Teaching Program, University of Mississippi's CELI, and others.

Other partnerships/grants include the Kellogg Foundation for the past nine years, totaling approximately \$2,600,000.00 and the MS Department of Human Services for three years, totaling \$1,007,417.00, and the Buffet Foundation- \$100,000.00. With these grants, NMEC has been able to develop and carry out Early Childhood initiatives such as: a partnership with MDE to certify teachers for an Early Childhood teaching endorsement and credentialing for Teacher Assistants working in state funded pre-kindergarten classrooms, develop and implement the Building Minds Programs for non-licensed family child-care homes. NMEC also maintains a Resource and Referral Center with materials available for check-out for public school teachers and parents of children in grades preschool-third grade. The funds also support and provide training for childcare teachers in state pre-kindergarten collaboratives directors and employees. Annual kindergarten teacher academies have been provided during the past two summers in several locations across the state. These academies have provided information for kindergarten teachers related to kindergarten curriculum development, STEM instruction in the early grades and utilizing the MDE Kindergarten Guidelines as written while addressing mandated instructional practices that could be challenging to their implementation. As part of the COVID recovery, NMEC received \$3,900,000.00 through the MS Legislature, which was directed to childcare centers remaining open for the children of first responders and others required to work out of the home. The funds provided participating childcare centers with a credit they could use on approved items necessary for keeping centers open and clean. Funds were also used to provide training by a national expert on the impact of trauma on brain development and learning to elementary public- school teachers and counselors. This was specific on coping with the COVID induced trauma both they and their students experienced. In addition, we received three

GEER grants totaling approximately \$1,700,000.00, that provided services and programs for birth to age 4 and K-12 education.

NMEC is the fiscal agent for the Bulk Purchasing Program for Digital Devices. Although in its' infancy, we feel like this program will be an asset to districts trying to procure devices and utilizing the programmatic features such as professional development, recycling, tagging, etching, and white glove services.

NMEC meets the contractor prerequisites as stated in MS Code Ann. 37-7-345, is in good standing with MS Secretary of State and SAM.gov to allow receipt of federal funding, with UEI KL9MRCBZUK34.

**(3) Developing training materials**

As a regional educational service agency, we have the opportunity to survey the needs of our member districts and provide professional learning to support the growth of teachers and administrators. NMEC utilizes available resources/individuals for developing content of professional learning experiences (Ex: Leadership Skills Development Academy, Instructional Leadership with Intentionality, Classroom Management, Poverty Simulation and Awareness). NMEC has the capability of working with MDE to create training material if the need arises.

# Tab 2- Regional Service Delivery Model

**b. Regional Service Delivery Model**

**(5) Employing designated staff to provide content-specific training and services.**

The Regional Service Delivery Model was established in 2014, through the MEGA contract, which allowed MDE an avenue to hire individuals for specialized needs such as: ELA, Literacy, Math, Science, School Improvement Specialists, Leadership, Special Education, and others. These individuals have been referred to as the Professional Development Coordinators (PDCs). The number of individuals has fluctuated over the years, with the average number being 15-20 people. NMEC has and will continue to provide at no cost a meeting location, at Insight Park, for these employees for meetings, trainings, interviews, etc. With an approved request from MDE, NMEC will purchase supplies, equipment and any other needed items for the PDCs to work efficiently and effectively. The PDCs have proven to be valuable assets to the state of Mississippi and to NMEC. The lead PDC provides a quarterly report to show the number of trainings for each content area, number of teachers and districts impacted, and testimonials. This report is shared with MDE program offices, NMEC and the University of Mississippi.

NMEC has two options for employing individuals, through NMEC or the University of Mississippi. In the first option, NMEC hires individuals as employees of NMEC. In this case, the individual would not receive insurance or retirement benefits. If a full-time employee, they would receive leave time and paid holidays, based on NMEC Board approved leave policy. The NMEC Handbook would be provided, and onboarding would take place with each employee (discussion of leave, holidays, payment/salary schedule, travel reimbursement, Memorandum of Understanding (MOU) for all three stakeholders-MDE/NMEC/Employee responsibilities, etc.). MDE and NMEC would collaborate in the hiring process. MDE and NMEC would set the salary based on job description and qualifications. NMEC would invoice MDE the salary (per month), plus 10% benefits charge (employer taxes and contributions, Professional Liability, Workman's Comp, General Liability Insurance), plus 5% fiscal agent fee (human resources, bookkeeping, financial reporting, tax preparation, banking supplies and compliance). For part-time employees, NMEC would invoice MDE for the hourly rate of pay, plus 10% benefits charge, plus 5% fiscal agent fee.

The second option would be through the University of Mississippi (UM). If MDE wants individuals to receive benefits of a state employee, NMEC would sub-contract with the University of Mississippi (UM), Department of Teacher Education, under the guidance of UM Office of Research and Economic Development, as we have done since 2014. All subgrants must be approved by the UM Office of Research and Economic Development. This subgrant can only be the duration of the prime contract (MDE/NMEC). Individuals cannot be hired until the subgrant is in place. Once individuals are hired, they become employees of the University of Mississippi. However, MDE will work with NMEC and UM concerning all personnel matters (search committee, remote work/productivity, evaluations, steps for dismissal-if needed, onboarding, exit interview, etc.). UM is a state entity and sometimes requires us to negotiate specific clauses with the MDE contract.

The process would involve these steps:

**Step 1-** A budget is established by MDE/NMEC. NMEC submits the budget and scope of work to UM Teacher Education. The Chair of Teacher Education will serve as the Principal Investigator and will work with UM to create the subcontract.

**Step 2 -** There are several job titles and salary ranges that have already been created by UM to accommodate the needs of MDE (ex: PDC I, PDC II, Lead Implementation Specialist). The UM lead, along with Teacher Ed personnel, will create a job opening within UM system, choose a search committee that will encompass other PDCs, MDE personnel, and possibly UM/NMEC personnel. All committee members are required to attend an online training to be certified to serve on the search committee. There are specific processes required by UM Human Resources that will be followed, such as screening applications, interviews, paperwork, official offer by UM, and onboarding.

As UM employees, the individuals would receive benefits (free classes-up to 6 credit hours per semester to allow individuals to receive advanced degrees – many have received masters, specialist degrees and even terminal degrees while working under this RSDM). Some individuals have had the opportunity to teach UM classes, at night or online. Some other benefits include state retirement, state health insurance (including dental, vision, disability, life, etc.), discount on tuition for family members, leave (major medical, personal, FMLA, holidays). For a more detailed list and explanation, see University of Mississippi, Human Resources, Employee Benefits. If a person resigns or retires, they will receive all benefits of other full-time UM employees. All RSDM employees should understand that continued employment is determined by a continuation of grant funding

For all UM employees the budget will reflect a person's annual salary plus 34.1% benefits (currently-UM could change this amount for FY26) and 5% fiscal agent fee. The fiscal agent fee of 5% will be a flow through to UM. In addition, UM Teacher Education has requested an additional amount (partial salary for Operations Coordinator and Teacher Education Chair of \$15,000.00 total) for the additional duties required to carry out this project at the University. NMEC will invoice MDE monthly (salary, fringe benefit rate, fiscal agent fee) for the PDCs and/or any contractual employees. In addition, NMEC requests the right to negotiate an operational liability fee for the time and work associated with each employee.

The PDCs will be reimbursed for travel expenses through NMEC, whether they are under the UM sub-grant or not. Currently, the PDC turns in travel expenses and receipts to the Lead PDC, who checks for accuracy and compliance with state or NMEC guidelines. The expenses are turned in to the NMEC Business Manager and is processed for direct deposit at the end of each month. NMEC will then invoice MDE for the expenses plus 5% fiscal agent fee.

### **(3) Developing Training Materials**

The Professional Development Coordinators, under the Regional Service Delivery Model, will offer expertise in particular areas of content (math, ELA, science, SPED, etc.) for developing professional learning, statewide, regionally and in school districts (ex: All Teachers, All In Conference, Teaching Students with Autism).

**(4) Offering focused on-site and virtual professional development and technical assistance to schools**

The trainings developed by the PDCs can be utilized by any RESA or any school district requesting the training. There are specific parameters for requesting training and providing it in person (minimum numbers), as outlined in the PDC catalog

<https://mdek12.org/professionaldevelopment/rpd/> The PDCs have also developed canvas courses and virtual trainings over the years to help teachers and administrators understand specific content and to receive credits. Credits for license renewal are offered to participants.

# Tab 3- Deliverables

**c. Deliverables****(6) Providing deliverables as described in 2.3**

NMEC will invoice MDE for completed trainings through the following processes. The responsible RESA will invoice NMEC for facilitation, facility, and any supplies provided. NMEC will then invoice MDE for all expenses. If there is more than one training per title, ex: All Teachers, All In Conference (6), the trainings will be invoiced when all are complete. NMEC will provide a Cost Reimbursement (see page 4), that shows itemized costs- per facility, facilitation with dates, printing, food, and supplies per location. In addition, NMEC will provide the number of actual participants, sign-in sheets, and evaluations with the invoice. All invoices will reflect a 5% fiscal agent fee.

NMEC will provide MDE with Quarterly and End of Year Reports. These reports will represent the training that has taken place that quarter, including costs. In the past we have created these reports for MDE that were based on trainings that were invoiced that quarter. This varies from trainings offered in that quarter, based on several factors (when the other RESAs send us invoices, if there are multiple trainings per title that span across multiple quarters). This is the approach that seems best. However, NMEC requests the right to negotiate the information included in the quarterly reports.

Reports would reflect the following information:

- Training titles
- The RESA involved (facilitation) and fees paid
- Contractual Costs for an event
- Fiscal agent fee for each event
- Costs of facilities and/or supplies
- Total invoiced and total received by each RESA

Example: Quarterly Report (April-June) Can be modified as needed.

**MDE INVOICE LOG**

April 1, 2024 thru June 30, 2024

INVOICE Date	INVOICE	TRAINING Date	TRAINING	RESA	Amount Paid to RESA/Contractual	Invoice Amount	NMEC FA FEE	NMEC Facilitatio	SRESA	SMEC	DAAS	EMCED	GCEIC
4/4/2024	2324-545	Feb. 23-24, 21	Collaborative Fiscal Conferer	GCEIC, SMEC, NMEC,	Contractual \$20,000.00	\$ 22,520.00	\$ 120.00						\$2,400.00
4/6/2024	2324-549	Feb. 17, 22, 21	Building Strong Readers K-2	GCEIC	Facilities \$3,195.00	\$ 5,717.25	\$ 272.25	\$ 750.00		\$ 750.00			\$ 500.00
4/8/2024	2324-551	March 23, 202	School Improvement Facilita	DAAIS		\$ 315.00	\$ 15.00				\$ 300.00		
4/13/2024	2324-562	Feb. 2024	PDC Salary&Benefits	Feb. 2024	Contractual \$98,317.80	\$ 98,317.80							
4/20/2024	2324-470	Aug - Dec. 20	West Ed		Contractual \$70,000.00	\$ 73,500.00	\$ 3,500.00						
				SRESA, New Special Eduation Boot									
5/3/2024	2324-572	Mar. 2,9,10,21	Camp	EMCED, SMEC, NMEC	Facilities \$7,975.00	\$ 12,573.75	\$ 598.75	\$1,000.00	\$1,000.00	\$ 1,000.00		\$ 1,000.00	
6/29/2024	2324-721		Phonics First K-5	SMEC	Facilities \$1,500.00	\$ 4,200.00	\$ 200.00			\$ 2,500.00			
						<u>\$ 217,143.80</u>	<u>\$ 4,706.00</u>	<u>\$1,750.00</u>	<u>\$1,000.00</u>	<u>\$ 4,250.00</u>	<u>\$ 300.00</u>	<u>\$ 1,000.00</u>	<u>\$2,900.00</u>

The North Mississippi Education Consortium has developed a reputation as a responsible, professional organization, that is committed to providing support for MDE's success. NMEC has been proud to have been in the background as a support to MDE throughout the years with professional learning, Professional Development Coordinators, and Digital Learning Instructors.

# Component 2 Administration/ References

# Tab 4- Performance History

## Appendix C - References

Client Name	Mississippi Department of Education
Contact Name and Title	John Kraman, Chief Information Officer
Contact Address	359 North West Street, Jackson, MS
Contact Telephone Number	601-359-3487
Email Address	jkraman@mdek12.org
Type of work provided to the client	DLI Contract - hire employees, provided training and procuring devices and supplies, services
Effective contract dates for the time frame services were/are being provided to client	May 2021-September 2024

Client Name	Mississippi Department of Education
Contact Name and Title	Melissa Banks, Director of Data Use and Professional Learning
Contact Address	359 North West St. Jackson, MS
Contact Telephone Number	601-359-3487
Email Address	mbanks@mdek12.org
Type of work provided to the client	DLI Contract
Effective contract dates for the time frame services were/are being provided to client	May 2021-September 2024

Client Name	Mississippi Department of Education
Contact Name and Title	Judy Nelson
Contact Address	359 North West Street, Jackson, MS
Contact Telephone Number	601-359-3499
Email Address	jnelson@mdek12.org
Type of work provided to the client	Procuring devices and services ARP-EANS Private Schools
Effective contract dates for the time frame services were/are being provided to client	May 2024-May 2027

## Appendix C - References

Client Name	Mississippi Department of Education
Contact Name and Title	Wendy Clemons, Associate State Superintendent
Contact Address	359 North West Street, Jackson, MS
Contact Telephone Number	601-359-2869
Email Address	wclemons@mded12.org
Type of work provided to the client	MEGA Contract
Effective contract dates for the time frame services were/are being provided to client	2010-Current

Client Name	MS Council for Exceptional Children
Contact Name and Title	Bobby Richardson, Assistant Special Education Director
Contact Address	3375 HWY 80 East, Pearl, MS
Contact Telephone Number	601-932-7965
Email Address	brichardson@pearlk12.com
Type of work provided to the client	Conference/Billing
Effective contract dates for the time frame services were/are being provided to client	Spring 2022-Current

Client Name	Mississippi Literacy Association
Contact Name and Title	Stephanie Schepens, Federal Program Specialist
Contact Address	11072 US 49, Gulfport, MS 39503
Contact Telephone Number	228-365-0204
Email Address	sschepens@harrison.k12.ms.us
Type of work provided to the client	Conference/Billing
Effective contract dates for the time frame services were/are being provided to client	Fall 2021-Current

## Appendix C - References

Client Name	Lee County Schools
Contact Name and Title	Coke Magee, Superintendent
Contact Address	1280 College View Dr. Tupelo, MS
Contact Telephone Number	662-841-9144
Email Address	coke.magee@leecountyschools.us
Type of work provided to the client	Professional Development
Effective contract dates for the time frame services were/are being provided to client	Multiple Dates

Client Name	Tishomingo County Schools
Contact Name and Title	Christi Holly, Superintendent
Contact Address	1620 Paul Edmondson Dr. Iuka, MS
Contact Telephone Number	662-279-2436
Email Address	cholly@tesk12.com
Type of work provided to the client	Professional Development
Effective contract dates for the time frame services were/are being provided to client	Multiple Dates

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	

# Tab 5

## Personnel, Equipment, and Facilities

NMEC has qualified staff that are accessible, knowledgeable and committed to serving others. We have two classrooms that can accommodate 30 people and 50 people, with upgraded equipment. We often utilize the resources of the University when needed.

# JIMMY WEEKS

230 Golden Hills Road  
Mooreville, MS 38857 662-322-3406  
[jimmy.weeks@leecountyschools.us](mailto:jimmy.weeks@leecountyschools.us)

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## EDUCATION

MAY 2019

DOCTOR OF EDUCATION, EDUCATIONAL LEADERSHIP,  
UNIVERSITY OF MISSISSIPPI

DECEMBER 1999

MASTERS OF EDUCATIONAL LEADERSHIP, UNIVERSITY OF MISSISSIPPI

DECEMBER 1996

BACHELOR OF SCIENCE, ELEMENTARY EDUCATION,  
MISSISSIPPI STATE UNIVERSITY

MAY 1992

AA – DRAFTING AND DESIGN, ITAWAMBA COMMUNITY COLLEGE

MAY 1989

HIGH SCHOOL DIPLOMA, TUPELO HIGH SCHOOL

## PROFESSIONAL CREDENTIALS

- A K-4 Elementary Education, Mississippi License
- A 4-6 Elementary Education, Mississippi License
- AA Administrator, Career Level, Mississippi License
- AAAA Administrator, Career Level, Mississippi License

## **PROFESSIONAL EXPERIENCE**

**2019 - PRESENT**

### **EXECUTIVE DIRECTOR, NORTH MISSISSIPPI EDUCATION CONSORTIUM**

Major responsibilities include overseeing and managing the Mississippi Department of Education MEGA-Contract, facilitating professional development trainings under the MEGA-Contract, responsible for every facet of the MEGA-Contract and its execution, implementing the Consortium Board's vision by making day to day decisions regarding teacher and administrator professional development, budgeting, and staff. Also, developing and maintaining relationships and partnerships with school districts in our service area, community colleges, universities, and all other local, city, and state governmental agencies pertinent to the maintenance and operation of the consortium.

**2012 - 2019**

### **SUPERINTENDENT OF EDUCATION, LEE COUNTY SCHOOLS**

Major responsibilities include implementing the school board's vision by making day to day decisions regarding educational programs, student safety, budgeting, staff, transportation, and facilities. Also, developing and maintaining relationships and partnerships with local communities and their respective leaders, the Lee County Board of Supervisors, neighboring school districts, community colleges, universities, and all other local, city, and state governmental agencies pertinent to the maintenance and operation of the school district.

**2010 – 2012**

### **ASSISTANT SUPERINTENDENT OF EDUCATION, LEE COUNTY SCHOOLS**

Major responsibilities included monitoring, coordinating, and supervising all school operations, including, but not limited to, student achievement, student discipline, staff evaluations, parent involvement, school safety, personnel decisions, principal performance, staff attendance, and facility issues.

**2002 - 2010**

### **PRINCIPAL, VERONA JUNIOR HIGH AND MOOREVILLE ELEMENTARY, LEE COUNTY SCHOOLS**

Major responsibilities included ensuring organizational structure of the school site within the district. Also included implementing policies, programs, and curriculum activities to promote the educational success of each student and the professional development of each staff member. Additionally, developed and maintained a good relationship with staff, students, parents, and the local community.

**2000 - 2002**

### **PRINCIPAL, NETTLETON PRIMARY SCHOOL, NETTLETON SCHOOL DISTRICT**

Major responsibilities included ensuring organizational structure of the school site within the district. Implemented policies, programs, and curriculum activities to promote the educational

success of each student and the professional development of each staff member. Also, developed and maintained good relationships with staff, students, parents, and the local community.

**1997 - 2000**

**SEVENTH AND EIGHTH GRADE SCIENCE TEACHER, GUNTOWN MIDDLE SCHOOL, LEE COUNTY SCHOOLS**

Major responsibilities included teaching primarily the science curriculum and working with students to help them reach their full potential. Activities also included various leadership roles in the school and spear-heading fundraising efforts.

## **SERVICE AND LEADERSHIP**

**COMMUNITY DEVELOPMENT LEADERSHIP COUNCIL**

**2012-2019**

Developing and implementing strategies to make Tupelo and Lee County attractive to potential homebuyers and/or citizens as a place to live, work, and raise a family

**COMMUNITY DEVELOPMENT FOUNDATION COUNCIL OF GOVERNMENTS**

**2012-2019**

Creating and maintaining partnerships with local governmental entities for the betterment of industry and community

**CREATE – TOYOTA-WELLSPRING EDUCATIONAL LEADERSHIP FUND COUNCIL**

**2017-2019**

Working with other educational, industry, and community leaders to further the goals and promote the initiatives of the Toyota Wellspring Council

**MASS NEW SUPERINTENDENT MENTOR**

**2018-2019**

Serving as a mentor to new superintendents in the state providing experience based support and guidance during the first year as superintendent

**NORTH MISSISSIPPI RESA SUPERINTENDENT'S GROUP - CHAIRMAN**

**2017-2018**

Planning and facilitating meetings and discussions concerning important issues at the local and state levels among local superintendents, community colleges, and universities

## **MISSISSIPPI ASSOCIATION OF SCHOOL SUPERINTENDENTS (MASS)**

### **BOARD OF DIRECTORS**

**2016-2018**

Serving in an advisory capacity to the leadership of the Mississippi Association of School Superintendents

## **MISSISSIPPI DEPARTMENT OF EDUCATION SUPERINTENDENT ADVISORY BOARD**

**2016 & 2017**

Collaborating with the State Superintendent of Education, MDE, and other superintendents from across the state to inform policy and process at MDE

## **DALI LEADERSHIP CONFERENCE**

**2016 & 2017**

Collaborating with superintendents from across the country to discuss research based leadership strategies

## **JIM INGRAM COMMUNITY LEADERSHIP INSTITUTE (CLI) GRADUATE**

**2015**

Practicing proven leadership skills to develop a broad spectrum of participants into city and county leaders of tomorrow

## **NATIONAL INSTITUTE FOR SCHOOL LEADERSHIP, EXECUTIVE DEVELOPMENT PROGRAM GRADUATE**

**2015**

Learning to implement proven leadership strategies while networking with other administrators in the state

## **HARVARD SCHOOL LEADERSHIP SYMPOSIUM**

**2014**

Collaborating with superintendents from across the country to discuss research based leadership strategies

## **SCHOLASTIC MATH SYMPOSIUM**

**2013**

Collaborating with administrators and teachers from across the country to discuss ways to improve student achievement and to integrate math skills across the curriculum

## **PONTOTOC, UNION, LEE (PUL) ALLIANCE SUPERINTENDENT**

**2012-2017**

Advocating for and monitoring distribution of funds provided by Toyota to the school districts of the alliance counties

## **LEE COUNTY EXTENSION AGENCY BOARD MEMBER**

**2012-2016**

Supporting the Lee County 4-H Club and its activities and services through the Lee County Extension Agency

## **PROFESSIONAL AFFILIATIONS**

- Mississippi Association of School Superintendents
- Mississippi Association of School Administrators
- Association for Supervision and Curriculum Development (ASCD) member
- Mississippi Professional Educators (MPE) member
- Board Member – Itawamba Community College
- National Institute for School Leadership (NISL)

## **REFERENCES**

### **Dr. Ronnie McGehee**

**Executive Director, Mississippi Assoc. of School Administrators (MASA)**

**Member, Mississippi State Board of Education**

568 Arbor Dr.

Madison, MS 39110

601-832-4768

[mcgeheeronnie@outlook.com](mailto:mcgeheeronnie@outlook.com)

### **Dr. Jay Allen**

**President, Itawamba Community College**

602 W. Hill Street

Fulton, MS 38843

662-862-8002

[jsallen@iccms.edu](mailto:jsallen@iccms.edu)

### **Dr. Dennis Bunch**

**Professor, Leadership and Counselor Education**

137 Guyton Hall

University, MS 38677

662-915-5771

[dbunch@olemiss.edu](mailto:dbunch@olemiss.edu)

**Dr. Phil Burchfield**

**Executive Director, Mississippi Association of School Superintendents**

555 Tombigbee Street, Suite 107

Jackson, MS 39201

601-352-8868

[pburchfield@superintendent.ms](mailto:pburchfield@superintendent.ms)

# Susan Kay Myers Scott

1514 CR 81

662-534-3882

New Albany, MS 38652

## Education

August 1987-December 1988 Northeast Community College  
Scholar Athlete Award

January 1988-December 1990 Blue Mountain College  
**B.S. in Elementary Education**

June 2004-December 2005 University of Mississippi  
**M. Ed. in Educational Leadership**

## Professional Experience

January 2004-Current North MS Education Consortium  
**Project Coordinator** University of Mississippi  
University, MS

- Schedule teacher trainings/staff development sessions in conjunction with the MS State Dept. of Education and school districts, balance finances, work cooperatively with administrators, teachers, and school district employees.

January 2007-Current University of Mississippi  
**Instructor** University, MS

- Undergraduate instructor of EDRD 356, Early Literacy Instruction 2, Spring Semester 2007.
- Undergraduate instructor of EDRD 400, Literacy for the Intermediate Grades, Spring Semester 2008, Spring 2010.
- Undergraduate Instruction of EDCI 352, Education, Society and the K-12 Learner, Fall 2008, Fall 2009, Fall 2010.
- Undergraduate instructor of EDRD 355, Early Literacy Instruction, Fall 2012-2019
- EDRD 414 Reading Interventions, Fall 2015, 2016, 2017
- Supervising Student Teachers 2021-Current

August 1992-January 23, 2004 Galena Elementary School  
**Teacher/Lead Teacher** Marshall County School District

- Taught Second Grade, First Grade, and Kindergarten for seven years  
Teacher of the Year Award
- Lead Teacher position for five years. Duties included curriculum development and trainings, scheduling, parent and teacher conferences, and classroom modeling of program components and effective teaching strategies.

February 1991-August 1992      Gault Office Supply  
**Sales Representative**              New Albany, MS

- Sold Office supplies, equipment, and office furniture.

**Additional Professional Activities**      Galena School

- School Test Coordinator- created school test plan, trained teachers and organized materials for testing.
- Title I Coordinator-developed needs assessments, wrote school plan, implemented plan, and budgeted costs.
- Student Achievement Team-decides course of action for students with academic difficulties.
- Behavior Assistance Team-decides course of action for students with behavior problems.
- Barksdale Grant Coordinator/School Liaison – monitor activities related to the grant, budgeted and expended monies.
- Grant writer-part of a district team that wrote Goals 2000, Barksdale and Reading First grants.
- District-wide Workshop Presenter-presented workshops for teachers throughout the district on programs being implemented.

**Community Activities**

- Active member of Bethlehem Methodist Church, Sunday School Teacher, Bible Clubs Teacher, Children's Church Leader, Missions Committee, Methodist Women's Group.
- Bethlehem Chairman/Participant in Relay for Life for American Cancer Society.
- Board of Director's Member of Helping Hands of Union County

## **Anna Gillentine**

306 Lakes Drive North  
Oxford, MS 38655  
agillen@olemiss.edu  
662-822-4547

### **Education**

Mississippi State University, Starkville, MS **April 2011**  
Bachelor of Science in Human Sciences, with an emphasis in Human Development and Family Studies/Child Development  
Magna Cum Laude

### **Experience**

**University of Mississippi, North Mississippi Education Consortium Oxford, MS** **July 2014 – Present**

#### **Project Coordinator**

- Coordinates and helps promote professional development programs throughout Mississippi
- Helps in the process of scheduling, budgeting, and facilitating conferences and professional developments
- Performs administrative duties for special projects, programs, events, and activities
- Maintains and updates consortium website

**Taylor Grocery Special Events Catering, Oxford, MS**

**2014 – Present**

#### **Banquet and Reception Coordinator**

- Plan biannual wedding shows for marketing purposes
- Market our catering services to venues, wedding planners, etc.
- Prepare and send proposals to clients and handle all follow-up activities
- Administer and supervise the website and social media accounts
- Manage and direct event staff

**Fresenius Medical Care**

**2011 – 2014**

#### **Manager of Business Development, North MS (2013-2014)**

- Addressed, reconciled, and followed up regarding customer service issues
- Developed sales strategies and tactics to achieve sales targets
- Communicated with decision makers for developing new business accounts and improving customer satisfaction within existing accounts
- Planned and coordinated educational seminars for medical vendors and patients

#### **Central Admission Patient Service Specialist, Nashville, TN (2012-2013)**

- Encouraged current and new referral sources to use FMC to grow business/patient accounts
- Collaborated with facility and region management to resolve issues with Central Admissions
- Worked closely with hospitals, physicians, discharge planners, and social workers to ensure patients' admission

**Mark Brown**  
348 CR 369  
Water Valley, MS 38965  
(662) 816-7574

**Education:** The University of Mississippi  
Oxford, Mississippi  
Bachelor of Accountancy  
Awarded: May 1987

**Experience:** Mississippi Department of Revenue  
Tupelo, Mississippi  
Senior Tax Auditor, 1988-2013

Lafayette County School District  
Oxford, Mississippi  
Business Manager, 2013-2021

North Mississippi Education Consortium  
Oxford, Mississippi  
Business Manager, 2021-Present

## **Mississippi Department of Revenue**

### **Job Description:**

Audited taxpayer's records for sales, use, income, withholding, and all fuel taxes. I was responsible for applying all MS tax laws in the examination of taxpayer's records to determine if the amount of taxes submitted to the State of Mississippi were correct. I was also used to train newly hired auditors on learning Mississippi tax laws, appropriately applying those laws. We would go and perform audits together for them to learn the analysis of records, working with taxpayers to get information needed for audit, and computing the findings of the audit. I did

audits that were out of state where a company had businesses in Mississippi or contractors that had performed construction projects in Mississippi.

### **Lafayette County School District**

**Job Description:**

I was responsible for overseeing the day to day accounting all financial aspects of the school districts funds as well as following purchasing laws, overseeing district maintenance budget as well a federal funds budgets and various other budgets under the district's financial responsibility. I prepared the budget each year for the school board to adopt. I closed out the books at the end of each fiscal year to submit to the board of education for adoption and send to Mississippi Department of Education. I worked closely with local taxing authority to adopt ad valorem and debt service taxes. I facilitated working with all auditors to examine local, state and federal funds audits.

### **North Mississippi Education Consortium**

**Job Description:**

I perform payroll duties, accounts payable duties, and filing of various reports on behalf of the Consortium. I maintain payroll and accounts payable files. This includes spreadsheets detailing NMEC invoices to MDE, school districts, and miscellaneous vendors. Duties include coordinating with bookkeeper to perform bank reconciliations and prepare financial reports. I work with University of Mississippi accounting department and Directors at Mississippi Department of Education to invoice for accounts receivable and to pay vendors based on the invoicing. I work with auditors on all audits conducted with the Consortium.

# Component 3- Other

# Tab 6

## Appendices/Signed Contingent Fee/ Acknowledgement of Amendments /Letter of Support/Secretary of State Certificate

## 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.*

### **1. ACCEPTANCE PERIOD**

The electronic copy of the response (proposal, bid, or application) 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 bidder.

### **2. 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.

### **3. 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.

### **4. 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.

### **5. APPROVAL**

It is understood that if this contract requires approval by the Public Procurement Review Board "PPRB") and/or the 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.

### **6. 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.

### **7. 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.

## **8. 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.

## **9. 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 MDE shall have the right upon ten (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 termination shall be as specified in the notice of termination.

## **10. 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 or 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.

## **11. 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.

## **12. 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.

## **13. 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.

#### **14. 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.

#### **15. 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.

#### **16. 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.

#### **17. 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.

#### **18. 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.

#### **19. 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.

#### **20. 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.

## **21. 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.

## **22. 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.*

## **23. 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) calendar days of receipt of invoice. Mississippi Code Ann. § 31-7-301 *et seq.*

## **24. 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 cancellation/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.

## **25. 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.

## **26. 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.

## **27. 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.

## **28. 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*.

## **29. 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.

### **30. 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.

### **31. 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.

### **32. 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.

### **33. 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.

#### **34. 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.

#### **35. 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.

#### **36. 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.

#### **37. 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.

### **38. MINOR INFORMALITIES AND IRREGULARITIES**

The MDE has the right to waive minor defects or variations of a [bid, proposal, qualification, application] from the exact requirements of the specifications that do not affect the price, quality, quantity, 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 a Offeror for the MDE to properly evaluate the offer, the MDE has 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, quality, quantity, delivery or performance time of the services being procured and such a request does not create an unfair advantage for any Offeror. *(Information requested may include, for example, a copy of business or professional license, or a work schedule.)*

### **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 liability of the Contractor for harm arising out of the Contractor's or its subcontractors' performance under this agreement.

### **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**

The contract shall be governed by the applicable provisions of the *Mississippi 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](http://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.

#### **46. 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 RFP 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.

#### **47. 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.

#### **48. 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.

#### **49. CONTRACTOR'S REPRESENTATION REGARDING CONTINGENT FEES**

By executing the contract the contractor represents that it has not retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract. If contractor cannot make such representation, a full and complete explanation shall be submitted in writing to MDE prior to contract execution.

#### **50. 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.

#### **51. 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](http://www.transparency.ms.gov) and shall be available for at the Agency for examination, inspection, or reproduction by the public. The Offeror 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.

## **52. 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.

## **53. 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.

## **54. 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.

## **55. 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.

## **56. 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.

## **57. 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.

#### **58. 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.

#### **59. 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.

#### **60. 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.

#### **61. 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 D - REFERENCE SCORE SHEET

**Applicant 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
Applicant easy to work with in scheduling services?	Yes	No
Was the service completed on time and within budget?	Yes	No
Applicant 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 applicant 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 applicant? 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:**

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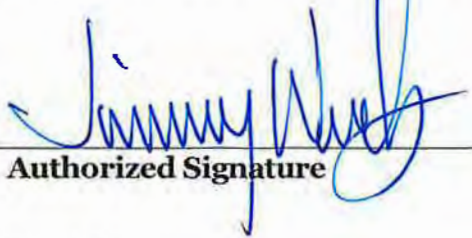
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Program Director: \_\_\_\_\_  
Signature Title Date

## Appendix E – 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 at <https://mdek12.org/procurement/rfp/> under MDE Bid Announcements 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.*

A handwritten signature in blue ink, appearing to read "Jimmy Webb", is written over a horizontal line.

Authorized Signature

NMEC Director

Title of Authorized Person



**APPENDIX D**  
**Acknowledgment of Amendments**  
*Request for Information (Q&A)*  
**Fiscal Agent for the Regional Education Service Agencies (RESA) Mega**  
**Contract**  
**Amendment Number #1**  
**Thursday, March 13, 2025**

1. Pre-proposal Conference Recording/Transcript

Pre-Proposal Conference RESA Mega Contract RFP-20250305 085927-Meeting Recording.mp4

2. How are the facilitation rates set and is there any consideration given to increase these rates since all RESAs have increasing costs?

The RFP is only for the fiscal agent fee; therefore, Section 2.5 -- Price Adjustment will only apply to the fiscal agent fee. The facilitation fees are listed in Appendix I – Fee Schedule only to indicate that the maximum of five percent (5%) fiscal agent fee applies to these fees as outlined on page 37.

3. Does the price adjustment clause only apply to the fiscal agent or to the facilitation fee as well?

The RFP is only for the fiscal agent fee; therefore, Section 2.5 -- Price Adjustment will only apply to the fiscal agent fee. The facilitation fees are listed in Appendix I – Fee Schedule only to indicate that the maximum of five percent (5%) fiscal agent fee applies to these fees as outlined on page 37.


4. Is there a recommended/required word limit/page limit for the Plan of Action component of the proposal?

**Refer to the RFP and include only what is requested.**

---

**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

3/27/25  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Printed Name

## Appendix F – 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 bidder 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: Jimmy H. Weeks

Title: NMEC Director

Signature:  Date: 3/27/2025

*Modifications or additions to any portion of this document may be cause for rejection of the bid*

## Appendix G – 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 H – MDE CONTRACTS

The prospective contractor represents that contractor **does (X)** 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	Mississippi Department of Education
Contract Service	Professional Development and Regional Service Delivery Model
Contract Amount	\$38,524,182.47
Contract Dates of Service	July 2021-February 2026

Program Office Name	Federal Programs
Contract Service	Procure devices, supplies, services
Contract Amount	\$4,000,000.00
Contract Dates of Service	May 2024-May 2027

## MISSISSIPPI DEPARTMENT OF EDUCATION RESA Mega Contract Facilitation Fee Schedule

It is the program office's responsibility to review the cost proposals and invoices for accuracy prior to approval of obligations and liquidations. Prices are subject to change based on specific additions and requirements.

Webinar			
	Two Hour	Half-Day	One-Day
1-30 Participants	\$100.00	\$175.00	\$250.00
31-75 Participants	\$100.00	\$175.00	\$250.00
76-200 Participants	\$100.00	\$175.00	\$250.00
201+ Participants	\$100.00	\$175.00	\$250.00

Virtual Professional Development			
	Two Hour	Half-Day	One-Day
1-30 Participants	\$200.00	\$300.00	\$500.00
31-75 Participants	\$250.00	\$425.00	\$750.00
76-200 Participants	\$350.00	\$525.00	\$1,000.00
201+ Participants	\$425.00	\$650.00	\$1,200.00

Virtual Conference			
	Two Hour	Half-Day	One-Day
1-30 Participants	\$200.00	\$300.00	\$500.00
31-75 Participants	\$300.00	\$425.00	\$750.00
76-200 Participants	\$400.00	\$650.00	\$1,200.00
201+ Participants	\$500.00	\$800.00	\$1,500.00

Face-to-Face			
	Two Hour	Half-Day	One-Day
1-30 Participants	\$200.00	\$300.00	\$500.00
31-75 Participants	\$250.00	\$425.00	\$750.00
76-200 Participants	\$350.00	\$525.00	\$1,000.00
201+ Participants	\$425.00	\$650.00	\$1,200.00

### **Facilitation Rate Per Day:**

1-30 participants - \$500; 31-75 participants - \$750; 76-200 participants - \$1,000; 201+ participants - \$1,200

- The facilitation rate will be reduced by 20% when registration services are not requested.
- The amount billed by the RESAs will be based upon the actual number of registered participants plus walk-ins.
- Facilitation costs cover the associated costs related to the facilitation of the event excluding the costs that are charged separately (as denoted below).
- Includes parking fees.

### **Facility and Audio/Visual Equipment Rental:**

Costs will be determined based upon the program office needs and will be provided in the cost proposal. Facility/room rental and audio/visual costs are not included in the facilitation rate.

**Workshop Materials, Printing, and Duplication:**

Costs will be determined based upon the program office needs and will be provided in the cost proposal. Workshop materials, printing, and duplication costs are not included in the facilitation rate.

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**Meals/Refreshments:**

Refreshments:

- \$5/person (2 breaks)
  - The amount billed by the RESAs will be based upon the actual number of food ordered following the registration deadline.
  - Variances between the number of meals charged and the number of attendees will require written justification from the RESAs prior to payment of invoices.
  - If proposed costs exceed the approved RESA rates noted above, the NMEC must submit a justification for MDE approval to proceed. Under no circumstance should the food costs exceed the daily maximum meal allowance applicable to the location where the meeting is held, per MDE policy. If proposed costs exceed the approved RESA rates noted above, refer to the current State of Mississippi Maximum Daily Reimbursement Rates for Meals on the Department of Finance and Administration's web page at <http://www.dfa.state.ms.us/Purchasing/Travel/Travel.html>.
  - Meal/refreshment costs are not included in the facilitation rate.
- 

**Fiscal Agent Fee: Maximum of Five Percent (5%)**



# Michael Watson

## SECRETARY OF STATE

This is not an official certificate of good standing.

### Name History

Name	Name Type
NORTH MISSISSIPPI EDUCATION CONSORTIUM, INC.	Legal

### Business Information

<b>Business Type:</b>	Non Profit Corporation
<b>Business ID:</b>	632231
<b>Status:</b>	Good Standing
<b>Effective Date:</b>	07/19/1996
<b>State of Incorporation:</b>	Mississippi
<b>Principal Office Address:</b>	850 Insight Park Ave. University, MS 38677

### Registered Agent

Name
Jimmy Weeks 850 Insight Park Ave. UNIVERSITY, MS 38677

### Officers & Directors

Name	Title
BOBBY H PAPASAN 1110 OAKHAVEN CIRCLE, P O BOX 1073 TUNICA, MS 38676	Incorporator
CECIL S WEEKS #4 WINFIELD DRIVE TUPLEO, MS 38801	Incorporator
Jimmy Holland Weeks 850 Insight Park Ave. University, MS 38677	Director



March 25, 2025

To Whom it May Concern,

I am writing to you in my role as department chair to support the application for the MEGA grant. We in the Department of Teacher Education will provide support to the execution of the grant.

We have worked with earlier iterations of this grant and believe in its mission. If any further information would be helpful please be in touch. My contact information is in the footer to this letter.

All the best,

Dr. Tom Brady  
Chair and Associate Professor of Teacher Education  
University of Mississippi

# Conflict of Interest Certifications



MISSISSIPPI  
DEPARTMENT OF  
EDUCATION

## Conflict of Interest Certification

MS Department of Education

Request for Proposals (RFP):

Fiscal Agent for the Regional Education Service Agencies (RESA) Mega Contract

### CONFLICT OF INTEREST CERTIFICATION

Name: Lakisha Kendrick

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 the RFP.  
☐ have not reviewed a list of all Offerors who responded to the RFP.

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: Lakisha Kendrick

Date/Time: April 3, 2025 / 2:00PM

Date/Time Evaluation Begins: 2:15 p.m. 4/3/2025

## Conflict of Interest Certification

MS Department of Education

Request for Proposals (RFP):

Fiscal Agent for the Regional Education Service Agencies (RESA) Mega Contract

### CONFLICT OF INTEREST CERTIFICATION

Name:

Deedra Paul

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 the RFP.  
☐ have not reviewed a list of all Offerors who responded to the RFP.

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:

Deedra Paul

Date/Time: April 3, 2025 / 2:00PM

Date/Time Evaluation Begins:

04/03/2025 @ 2:15pm

## Conflict of Interest Certification

MS Department of Education

Request for Proposals (RFP):

Fiscal Agent for the Regional Education Service Agencies (RESA) Mega Contract

### CONFLICT OF INTEREST CERTIFICATION

Name:

Soiya J. Robertson

I am a(n) X member of the Evaluation Committee.

       advisor to the Evaluation Committee.

       Agency official responsible for management of the procurement.

I X have reviewed a list of all Offerors who responded to the RFP.

       have not reviewed a list of all Offerors who responded to the RFP.

I X 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:

Soya J. Robertson

Date/Time: April 3, 2025 / 2:00PM

Date/Time Evaluation Begins:

April 3, 2025 2:16 p.m.

## Conflict of Interest Certification

MS Department of Education

Request for Proposals (RFP):

Fiscal Agent for the Regional Education Service Agencies (RESA) Mega Contract

### CONFLICT OF INTEREST CERTIFICATION

Name:

Vanessa Virgil Ruffin

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 the RFP.

☐ have not reviewed a list of all Offerors who responded to the RFP.

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:

Vanessa Virgil Ruffin

Date/Time: April 3, 2025 / 2:00PM

Date/Time Evaluation Begins:

4/3/25 2:15 p.m.

## Conflict of Interest Certification

MS Department of Education

Request for Proposals (RFP):

Fiscal Agent for the Regional Education Service Agencies (RESA) Mega Contract

### CONFLICT OF INTEREST CERTIFICATION

Name:

Kerry Thomas

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 the RFP.

☐ have not reviewed a list of all Offerors who responded to the RFP.

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:



Date/Time: April 3, 2025 / 2:00PM

Date/Time Evaluation Begins: 2:15 pm 4/3/25

## Conflict of Interest Certification

MS Department of Education

Request for Proposals (RFP):

Fiscal Agent for the Regional Education Service Agencies (RESA) Mega Contract

### CONFLICT OF INTEREST CERTIFICATION

Name: John R. 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 the RFP.

     have not reviewed a list of all Offerors who responded to the RFP.

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: 

Date/Time: April 3, 2025 / 2:00PM

Date/Time Evaluation Begins: 2:15 pm 4/3/2025

# Evaluation of Proposals



MISSISSIPPI  
DEPARTMENT OF  
EDUCATION

**Fiscal Agent for RESA MegaContract**

April 3, 2025 at 2:00pm Rm 212

Evaluators	Evaluator #	Eval. Start	Part I	Part II	Part III	Part IV	Total
Lakisah Kendrick	LK	2:20 PM	30.00	35.00	10.00	25.00	100
Sonja Robertson	SR	2:20 PM	27.00	28.00	6.00	25.00	86
Vanessa Virgil Ruffin	VVR	2:20 PM	30.00	33.00	10.00	25.00	98
Deeda Paul	DP	2:20 PM	15.00	24.00	8.00	19.00	66
Kerry Thomas	KT	2:20 PM	29.00	31.00	7.00	23.00	90

## Post Evaluation Affidavit

### AFFIDAVIT

1. My name is Lakisha Kendrick. I am above the age of legal majority and am a resident of the State of Mississippi. I am of sound mind and judgment and suffer no legal disabilities. I have personal knowledge of all statements herein.
2. From April 3, 2025 to April 3, 2025, I participated as a(n) evaluator in the procurement process in which MS Department of Education (MDE) issued a Request for Proposals seeking Fiscal Agent for the Regional Education Service Agencies (RESA) Mega Contract.
3. I participated in the procurement process described in Paragraph 2 in good faith. At all relevant times, I acted with integrity. I was not motivated by bias for or against any particular offeror, any other unethical consideration, or by achieving a specific outcome from the procurement.
4. My participation in the process was limited to evaluating the proposals received in response to the solicitation described in Paragraph 2 solely on the criteria stated in the Request for Proposals. I did not consider factors outside of the criteria stated in the Request for Proposals when evaluating.
5. I have reviewed the final calculation of points awarded and have determined the final scores are a true and correct representation of the evaluation committee's collective assessment of the proposals received in response to the solicitation described in Paragraph 2.
6. I understand that the goal of the procurement process is to obtain best value for Mississippi Department of Education (MDE) in a competitive, fair, and transparent process. It is my belief that the intended awardee's proposal represents the best value for MDE based on the criteria in the Request for Proposal.
7. I have reviewed the Mississippi Ethics in Government laws, Mississippi Code Annotated §§ 25-4-101 through 25-4-121, and am not in violation of such laws with regard to my participation in procurement process described in Paragraph 2.
8. I have no personal knowledge that any other participant in the procurement process described in Paragraph 2 acted in violation of the Mississippi Ethics in Government laws or otherwise acted with dishonesty, bias, or other unethical conduct.

Under penalty of perjury, I declare that, to the best of my knowledge and belief, the information contained herein is true, correct, and complete.

[SIGNATURE OF NOTARY]

[SIGNATURE FOR AFFIANT]



Angela K. Bailey Lakisha Kendrick

Effective September 6, 2024

Assigned Proposal Number: 1Evaluator Initial/Number: JKDate: 4/3/2025Total Score: 100/100

## EVALUATION RUBRIC

## Request for Proposal: Fiscal Agent for RESA Mega Contract

## PART I Plan of Action: Professional Development (30 points)

PART I Plan of Action: Professional Development (30 points)						
Component	Points Possible	Not Evident	Partially Evident	Mostly Evident	Clearly Evident	Points Earned
<b>Provided Services</b> <i>Offeror explains how they would work with the other five RESAs to perform the specified services such as hiring speakers/trainers. Examples of electronic or paper forms used may be included. A list of speakers/trainers previously used may be included.</i>	5	Offeror's proposal has little to no evidence of provided services.	Offeror's proposal has partial evidence of provided services.	Offeror's proposal has provided the majority, but not the complete evidence of provided services.	Offeror's proposal provided complete evidence of provided services.	5/5
		<b>0-1 Point</b> Pts Earned ____	<b>2 Points</b> Pts Earned ____	<b>3-4 Points</b> Pts Earned ____	<b>5 Points</b> Pts Earned <u>5</u>	
Comments:						
<b>Provided Services</b> <i>Offeror explains how they would work with the other five RESAs to perform the specified services such as reservation of event sites. Examples of electronic or paper forms used may be included. A list of venues typically used may be included.</i>	5	Offeror's proposal has little to no evidence of provided services.	Offeror's proposal has partial evidence of provided services.	Offeror's proposal has provided the majority, but not the complete evidence of provided services.	Offeror's proposal provided complete evidence of provided services.	5/5
		<b>0-1 Point</b> Pts Earned ____	<b>2 Points</b> Pts Earned ____	<b>3-4 Points</b> Pts Earned ____	<b>5 Points</b> Pts Earned <u>5</u>	

**PART I Plan of Action: Professional Development (30 points)**

Component	Points Possible	Not Evident	Partially Evident	Mostly Evident	Clearly Evident	Points Earned
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Comments:

**Provided Services**

Offeror explains how they would work with the other five RESAs to perform the specified services such as development of training materials. Examples of electronic or paper forms used may be included. The ability to create, print, assemble, and/or purchase training materials should be explained. Credentials for Offeror staff to create materials may be included.

5

Offeror's proposal has little to no evidence of provided services.

Offeror's proposal has partial evidence of provided services.

Offeror's proposal has provided the majority, but not the complete evidence of provided services.

Offeror's proposal provided complete evidence of provided services.

5/5

0-1 Point

Pts Earned \_\_\_\_

2 Points

Pts Earned \_\_\_\_

3-4 Points

Pts Earned \_\_\_\_

5 Points

Pts Earned 5

Comments:

**Provided Services**

Offeror explains their ability to offer virtual professional development and how they would work with the other five RESAs to ensure that all virtual trainings function at the highest level. Examples of electronic or paper forms used may be included. A list of software and hardware available for use in virtual trainings may be included. Credentials for Offeror staff to

5

Offeror's proposal has little to no evidence of provided services.

Offeror's proposal has partial evidence of provided services.

Offeror's proposal has provided the majority, but not the complete evidence of provided services.

Offeror's proposal provided complete evidence of provided services.

5/5

0-1 Point

Pts Earned \_\_\_\_

2 Points

Pts Earned \_\_\_\_

3-4 Points

Pts Earned \_\_\_\_

5 Points

Pts Earned 5

**PART I Plan of Action: Professional Development (30 points)**

Component	Points Possible	Not Evident	Partially Evident	Mostly Evident	Clearly Evident	Points Earned
facilitate virtual trainings may be included.						

Comments:

**Sub-contract Plan with Other RESAs**

Offeror explains how they would work with the other five RESAs to ensure the distribution of trainings/events throughout the six RESAs and across the state. A process for collecting all sign-in sheets and evaluations from the sub-contracted RESAs before sending the invoice and the additional documents to the program office is explained.

5	Offeror's proposal has little to no evidence of a sub-contract plan with other RESAs.	Offeror's proposal has partially provided evidence of a sub-contract plan with other RESAs.	Offeror's proposal has provided the majority, but not the complete evidence of a sub-contract plan with other RESAs.	Offeror's proposal provided complete evidence of a sub-contract plan with other RESAs.	5/5
	0-1 Point Pts Earned ____	2 Points Pts Earned ____	3-4 Points Pts Earned ____	5 Points Pts Earned <u>5</u>	

Comments:

**OSL and SEMI Credit Services**

Offeror explains how they will work with the other five RESAs to input all OSL and SEMI credits into the MECCA System for any events held by their RESA, thereby ensuring all SEMI and OSL inputs would be

5	Offeror's proposal has little to no evidence of SEMI/OSL credit services.	Offeror's proposal has partially provided evidence of SEMI/OSL credit services.	Offeror's proposal has provided the majority, but not the complete evidence of SEMI/OSL credit services.	Offeror's proposal provided complete evidence of SEMI/OSL credit services.	5/5
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PART I Plan of Action: Professional Development (30 points)						
Component	Points Possible	Not Evident	Partially Evident	Mostly Evident	Clearly Evident	Points Earned
handled by the RESAs and not the program offices. Example forms and methods for handling payment, if required, may be included.		0-1 Point Pts Earned ____	2 Points Pts Earned ____	3-4 Points Pts Earned ____	5 Points Pts Earned <u>5</u>	
Comments:						

PART II Plan of Action: Regional Service Delivery Model Component (35 points)						
Component	Points Possible	Not Evident	Partially Evident	Mostly Evident	Clearly Evident	Points Earned
<b>Designated Staff Hiring</b> <i>Offeror provides process by which designated staff will be obtained for full-time positions to provide content-specific training services. Information may be included which breaks down the salary and benefits per trainer to assist program offices in planning for trainer costs. Additional information may be given on incentives to attract and retain candidates.</i>	10	Offeror's proposal has little to no evidence of a staff hiring process.	Offeror's proposal has partially provided evidence of a staff hiring process.	Offeror's proposal has provided the majority, but not the complete evidence of a staff hiring process.	Offeror's proposal provided complete evidence of a staff hiring process.	
Comments:						

**PART II Plan of Action: Regional Service Delivery Model Component (35 points)**

Component	Points Possible	Not Evident	Partially Evident	Mostly Evident	Clearly Evident	Points Earned
<b>Designated Staff Travel Costs</b> <i>Offeror describes the process used to track and invoice for trainer travel for each program office to provide content-specific training services. Forms and/or a timeline for the process may be included.</i>	10	Offeror's proposal has little to no evidence of a staff travel process.	Offeror's proposal has partially provided evidence of a staff travel process.	Offeror's proposal has provided the majority, but not the complete evidence of a staff travel process.	Offeror's proposal provided complete evidence of a staff travel process.	10/10
		0-2 Point Pts Earned ____	3-5 Points Pts Earned ____	6-9 Points Pts Earned ____	10 Points Pts Earned <u>10</u>	

Comments:

<b>Designated Staff Supplies</b> <i>Offeror describes the process to obtain and bill for needed supplies to provide content-specific training for the training team up to and including computer equipment. A timeframe and inventory management information may be included.</i>	10	Offeror's proposal has little to no evidence of a staff supply process including computer equipment.	Offeror's proposal has partially provided evidence of a staff supply process including computer equipment.	Offeror's proposal has provided the majority, but not the complete evidence of a staff supply process including computer equipment.	Offeror's proposal provided complete evidence of a staff supply process including computer equipment.	10/10
		0-2 Point Pts Earned ____	3-5 Points Pts Earned ____	6-9 Points Pts Earned ____	10 Points Pts Earned <u>10</u>	

Comments:

PART II Plan of Action: Regional Service Delivery Model Component (35 points)						
Component	Points Possible	Not Evident	Partially Evident	Mostly Evident	Clearly Evident	Points Earned
<b>Designated Staff Performance</b> <i>The Offeror includes information regarding satisfactory and unsatisfactory performance in delivering content-specific training. Evaluation forms and a timeline may be provided.</i>	5	Offeror's proposal has little to no evidence of a staff performance process.	Offeror's proposal has partially provided evidence of a staff performance process.	Offeror's proposal has provided the majority, but not the complete evidence of a staff performance process.	Offeror's proposal provided complete evidence of a staff performance process.	5/5
		0-1 Point Pts Earned ____	2 Points Pts Earned ____	3-4 Points Pts Earned ____	5 Points Pts Earned <u>5</u>	
		Comments:				

PART III Plan of Action: Deliverables (10 points)						
Component	Points Possible	Not Evident	Partially Evident	Mostly Evident	Clearly Evident	Points Earned
<b>Deliverable: Invoicing Plan</b> <i>Offeror describes its process for invoicing and includes the items listed below:</i> <ul style="list-style-type: none"> <li>○ Date of the event</li> <li>○ Location of the event</li> <li>○ Number of participants</li> </ul>	5	Offeror's proposal has little to no evidence of an invoicing plan.	Offeror's proposal has partially provided evidence of an invoicing plan but is missing significant required items.	Offeror's proposal has provided the majority, but not the complete evidence of an invoice plan	Offeror's proposal provided complete evidence of an invoicing plan and includes all the required components	

**PART III Plan of Action: Deliverables (10 points)**

Component	Points Possible	Not Evident	Partially Evident	Mostly Evident	Clearly Evident	Points Earned
<ul style="list-style-type: none"> <li>Facilitation cost to include which RESA led that event</li> <li>Facility costs by facility</li> <li>Any additional costs such as printing, food, etc. should be specifically listed.</li> <li>A subtotal and a fiscal agent fee amount should be listed along with the total for the entire event.</li> <li>Sign-in sheets and evaluations from the event.</li> <li>Cost proposal with the proposed and final amounts listed.</li> </ul>		<p><b>0-1 Point</b></p> <p>Pts Earned ____</p>	<p><b>2 Points</b></p> <p>Pts Earned ____</p>	<p><b>3-4 Points</b></p> <p>Pts Earned ____</p>	<p><b>5 Points</b></p> <p>Pts Earned <u>5</u></p>	<p><u>5</u>/5</p>

**Comments:**

<p><b>Deliverable: EOY and Quarterly Reports</b></p> <p><i>Offeror describes its plan to train all RESAs on the fee schedule and all other pertinent procedures related to the contract. It also provides quarterly summary to MDE and other RESAs to include:</i></p> <ul style="list-style-type: none"> <li>List of trainings offered that quarter</li> </ul>	<b>5</b>	Offeror's proposal has little to no evidence of other RESA training.	Offeror's proposal has partially provided evidence of other RESA training.	Offeror's proposal has provided the majority, but not the complete evidence of other RESA training including some parts of the detailed plan for quarterly summary.	Offeror's proposal provided complete evidence of other RESA training including a detailed plan for the quarterly summary.	
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**PART III Plan of Action: Deliverables (10 points)**

Component	Points Possible	Not Evident	Partially Evident	Mostly Evident	Clearly Evident	Points Earned
<ul style="list-style-type: none"> <li>Which RESAs were involved in facilitating each event and fee paid</li> <li>Contractual costs for each event</li> <li>Fiscal Agent fee for each event</li> <li>Cost of facilities/supplies for each event</li> <li>Percentage of the total Facilitation fee each RESA received in that quarter/year</li> </ul>		0-1 Point Pts Earned ____	2 Points Pts Earned ____	3-4 Points Pts Earned ____	5 Points Pts Earned <u>5</u>	<u>5</u> /5

**Comments:**

PART IV: Administration/References (25 points)						
Component	Points Possible	Not Evident	Partially Evident	Mostly Evident	Clearly Evident	Points Earned
<b>Performance History</b> Offeror provides at least three (3) references for contracts of similar scope. Offeror included the name of the organization, length of contract, brief summary of the work, and the name and telephone number of a responsible contact person.	5	Offeror's proposal has little to no evidence of performance history.	Offeror's proposal has partially provided evidence of performance history.	Offeror's proposal has provided the majority, but not the complete evidence of performance history.	Offeror's proposal provided complete evidence of performance history.	5/5
Comments:						
<b>Personnel, Equipment, and Facilities</b> Offeror provides evidence of personnel, equipment and facilities at the RESA location which can be used to provide timely services. This information may include resumes, bios, equipment lists, facility descriptions, etc.	10	Offeror's proposal has little to no evidence of Personnel, Equipment, and Facilities.	Offeror's proposal has partially provided evidence of Personnel, Equipment, and Facilities.	Offeror's proposal has provided the majority, but not the complete evidence of Personnel, Equipment, and Facilities.	Offeror's proposal provided complete evidence of Personnel, Equipment, and Facilities.	10/10
Comments:						

PART IV: Administration/References (25 points)						
Component	Points Possible	Not Evident	Partially Evident	Mostly Evident	Clearly Evident	Points Earned
<b>Technical Expertise</b> <i>Offeror provides evidence of the ability to technically implement all services listed in this solicitation with qualified and experienced staff. This information may include resumes, bios, awards earned, etc.</i>	10	Offeror's proposal has little to no evidence of technical expertise.	Offeror's proposal has partially provided evidence a technical expertise.	Offeror's proposal has provided the majority, but not the complete evidence of technical expertise.	Offeror's proposal provided complete evidence of technical expertise.	10/10
		0-2 Point Pts Earned ____	3-5 Points Pts Earned ____	6-9 Points Pts Earned ____	10 Points Pts Earned <u>10</u>	
		Comments:				

## Post Evaluation Affidavit

### AFFIDAVIT

1. My name is Deedh Paul. I am above the age of legal majority and am a resident of the State of Mississippi. I am of sound mind and judgment and suffer no legal disabilities. I have personal knowledge of all statements herein.
2. From April 3, 2025 to April 3, 2025, I participated as a(n) evaluator in the procurement process in which MS Department of Education (MDE) issued a Request for Proposals seeking Fiscal Agent for the Regional Education Service Agencies (RESA) Mega Contract.
3. I participated in the procurement process described in Paragraph 2 in good faith. At all relevant times, I acted with integrity. I was not motivated by bias for or against any particular offeror, any other unethical consideration, or by achieving a specific outcome from the procurement.
4. My participation in the process was limited to evaluating the proposals received in response to the solicitation described in Paragraph 2 solely on the criteria stated in the Request for Proposals. I did not consider factors outside of the criteria stated in the Request for Proposals when evaluating.
5. I have reviewed the final calculation of points awarded and have determined the final scores are a true and correct representation of the evaluation committee's collective assessment of the proposals received in response to the solicitation described in Paragraph 2.
6. I understand that the goal of the procurement process is to obtain best value for Mississippi Department of Education (MDE) in a competitive, fair, and transparent process. It is my belief that the intended awardee's proposal represents the best value for MDE based on the criteria in the Request for Proposal.
7. I have reviewed the Mississippi Ethics in Government laws, Mississippi Code Annotated §§ 25-4-101 through 25-4-121, and am not in violation of such laws with regard to my participation in procurement process described in Paragraph 2.
8. I have no personal knowledge that any other participant in the procurement process described in Paragraph 2 acted in violation of the Mississippi Ethics in Government laws or otherwise acted with dishonesty, bias, or other unethical conduct.

Under penalty of perjury, I declare that, to the best of my knowledge and belief, the information contained herein is true, correct, and complete.

[SIGNATURE FOR NOTARY]

[SIGNATURE FOR AFFIANT]



A handwritten signature in blue ink, appearing to read 'Angela K. Bailey', written over the notary seal.

A handwritten signature in blue ink, appearing to read 'Deedh Paul', written over the affiant signature line.

Effective September 6, 2024

Assigned Proposal Number: 1Evaluator Initial/Number: DPDate: 01/03/2015Total Score: 66/10028

## EVALUATION RUBRIC

## Request for Proposal: Fiscal Agent for RESA Mega Contract

PART I Plan of Action: Professional Development (30 points) <u>15</u>						
Component	Points Possible	Not Evident	Partially Evident	Mostly Evident	Clearly Evident	Points Earned
<b>Provided Services</b> Offeror explains how they would work with the other five RESAs to perform the specified services such as hiring speakers/trainers. Examples of electronic or paper forms used may be included. A list of speakers/trainers previously used may be included.	5	Offeror's proposal has little to no evidence of provided services.  <b>0-1 Point</b> Pts Earned ____	Offeror's proposal has partial evidence of provided services.  <b>2 Points</b> Pts Earned <u>2</u>	Offeror's proposal has provided the majority, but not the complete evidence of provided services.  <b>3-4 Points</b> Pts Earned ____	Offeror's proposal provided complete evidence of provided services.  <b>5 Points</b> Pts Earned ____	<b>2/5</b>
<b>Comments:</b>						
<b>Provided Services</b> Offeror explains how they would work with the other five RESAs to perform the specified services such as reservation of event sites. Examples of electronic or paper forms used may be included. A list of venues typically used may be included.	5	Offeror's proposal has little to no evidence of provided services.  <b>0-1 Point</b> Pts Earned ____	Offeror's proposal has partial evidence of provided services.  <b>2 Points</b> Pts Earned ____	Offeror's proposal has provided the majority, but not the complete evidence of provided services.  <b>3-4 Points</b> Pts Earned <u>3</u>	Offeror's proposal provided complete evidence of provided services.  <b>5 Points</b> Pts Earned ____	<b>3/5</b>

**PART I Plan of Action: Professional Development (30 points)**

Component	Points Possible	Not Evident	Partially Evident	Mostly Evident	Clearly Evident	Points Earned
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Comments:

<b>Provided Services</b> Offeror explains how they would work with the other five RESAs to perform the specified services such as development of training materials. Examples of electronic or paper forms used may be included. The ability to create, print, assemble, and/or purchase training materials should be explained. Credentials for Offeror staff to create materials may be included.	5	Offeror's proposal has little to no evidence of provided services.	Offeror's proposal has partial evidence of provided services.	Offeror's proposal has provided the majority, but not the complete evidence of provided services.	Offeror's proposal provided complete evidence of provided services.	2/5
		0-1 Point Pts Earned ____	2 Points Pts Earned <u>2</u>	3-4 Points Pts Earned ____	5 Points Pts Earned ____	

Comments:

*Not much evidence provided*

<b>Provided Services</b> Offeror explains their ability to offer virtual professional development and how they would work with the other five RESAs to ensure that all virtual trainings function at the highest level. Examples of electronic or paper forms used may be included. A list of software and hardware available for use in virtual trainings may be included. Credentials for Offeror staff to	5	Offeror's proposal has little to no evidence of provided services.	Offeror's proposal has partial evidence of provided services.	Offeror's proposal has provided the majority, but not the complete evidence of provided services.	Offeror's proposal provided complete evidence of provided services.	1/5
		0-1 Point Pts Earned <u>1</u>	2 Points Pts Earned ____	3-4 Points Pts Earned ____	5 Points Pts Earned ____	

**PART I Plan of Action: Professional Development (30 points)**

Component	Points Possible	Not Evident	Partially Evident	Mostly Evident	Clearly Evident	Points Earned
<i>facilitate virtual trainings may be included.</i>						

Comments:

**Sub-contract Plan with Other RESAs**

*Offeror explains how they would work with the other five RESAs to ensure the distribution of trainings/events throughout the six RESAs and across the state. A process for collecting all sign-in sheets and evaluations from the sub-contracted RESAs before sending the invoice and the additional documents to the program office is explained.*

5	Offeror's proposal has little to no evidence of a sub-contract plan with other RESAs.		Offeror's proposal has partially provided evidence of a sub-contract plan with other RESAs.	Offeror's proposal has provided the majority, but not the complete evidence of a sub-contract plan with other RESAs.	Offeror's proposal provided complete evidence of a sub-contract plan with other RESAs.	4/5
	0-1 Point		2 Points	3-4 Points	5 Points	
	Pts Earned ____		Pts Earned ____	Pts Earned <u>4</u>	Pts Earned ____	

Comments:

**OSL and SEMI Credit Services**

*Offeror explains how they will work with the other five RESAs to input all OSL and SEMI credits into the MECCA System for any events held by their RESA, thereby ensuring all SEMI and OSL inputs would be*

5	Offeror's proposal has little to no evidence of SEMI/OSL credit services.	Offeror's proposal has partially provided evidence of SEMI/OSL credit services.	Offeror's proposal has provided the majority, but not the complete evidence of SEMI/OSL credit services.	Offeror's proposal provided complete evidence of SEMI/OSL credit services.	3/5
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PART I Plan of Action: Professional Development (30 points)						
Component	Points Possible	Not Evident	Partially Evident	Mostly Evident	Clearly Evident	Points Earned
handled by the RESAs and not the program offices. Example forms and methods for handling payment, if required, may be included.		0-1 Point Pts Earned ____	2 Points Pts Earned ____	3-4 Points Pts Earned <u>3</u>	5 Points Pts Earned ____	
Comments:						

PART II Plan of Action: Regional Service Delivery Model Component (35 points) <u>14</u>						
Component	Points Possible	Not Evident	Partially Evident	Mostly Evident	Clearly Evident	Points Earned
<b>Designated Staff Hiring</b> <i>Offeror provides process by which designated staff will be obtained for full-time positions to provide content-specific training services. Information may be included which breaks down the salary and benefits per trainer to assist program offices in planning for trainer costs. Additional information may be given on incentives to attract and retain candidates.</i>	<b>10</b>	Offeror's proposal has little to no evidence of a staff hiring process.	Offeror's proposal has partially provided evidence of a staff hiring process.	Offeror's proposal has provided the majority, but not the complete evidence of a staff hiring process.	Offeror's proposal provided complete evidence of a staff hiring process.	
		0-2 Point Pts Earned ____	3-5 Points Pts Earned ____	6-9 Points Pts Earned <u>9</u>	10 Points Pts Earned ____	<u>9</u> /10
Comments:						

PART II Plan of Action: Regional Service Delivery Model Component (35 points)						
Component	Points Possible	Not Evident	Partially Evident	Mostly Evident	Clearly Evident	Points Earned
<b>Designated Staff Travel Costs</b> <i>Offeror describes the process used to track and invoice for trainer travel for each program office to provide content-specific training services. Forms and/or a timeline for the process may be included.</i>	10	Offeror's proposal has little to no evidence of a staff travel process.	Offeror's proposal has partially provided evidence of a staff travel process.	Offeror's proposal has provided the majority, but not the complete evidence of a staff travel process.	Offeror's proposal provided complete evidence of a staff travel process.	5/10
<b>Designated Staff Supplies</b> <i>Offeror describes the process to obtain and bill for needed supplies to provide content-specific training for the training team up to and including computer equipment. A timeframe and inventory management information may be included.</i>	10	Offeror's proposal has little to no evidence of a staff supply process including computer equipment.	0-2 Point	3-5 Points	6-9 Points	10 Points
			Pts Earned ____	Pts Earned 5	Pts Earned ____	Pts Earned ____
			Comments:			
			Comments:			
			8/10			

PART II Plan of Action: Regional Service Delivery Model Component (35 points)						
Component	Points Possible	Not Evident	Partially Evident	Mostly Evident	Clearly Evident	Points Earned
<b>Designated Staff Performance</b> <i>The Offeror includes information regarding satisfactory and unsatisfactory performance in delivering content-specific training. Evaluation forms and a timeline may be provided.</i>	5	Offeror's proposal has little to no evidence of a staff performance process.	Offeror's proposal has partially provided evidence of a staff performance process.	Offeror's proposal has provided the majority, but not the complete evidence of a staff performance process.	Offeror's proposal provided complete evidence of a staff performance process.	2/5
		<b>0-1 Point</b>	<b>2 Points</b>	<b>3-4 Points</b>	<b>5 Points</b>	
		Pts Earned ____	Pts Earned <u>2</u>	Pts Earned ____	Pts Earned ____	
		Comments:				

PART III Plan of Action: Deliverables (10 points)						
Component	Points Possible	Not Evident	Partially Evident	Mostly Evident	Clearly Evident	Points Earned
<b>Deliverable: Invoicing Plan</b> <i>Offeror describes its process for invoicing and includes the items listed below:</i> <ul style="list-style-type: none"> <li>○ Date of the event</li> <li>○ Location of the event</li> <li>○ Number of participants</li> </ul>	5	Offeror's proposal has little to no evidence of an invoicing plan.	Offeror's proposal has partially provided evidence of an invoicing plan but is missing significant required items.	Offeror's proposal has provided the majority, but not the complete evidence of an invoice plan	Offeror's proposal provided complete evidence of an invoicing plan and includes all the required components	

**PART III Plan of Action: Deliverables (10 points)**

Component	Points Possible	Not Evident	Partially Evident	Mostly Evident	Clearly Evident	Points Earned
<ul style="list-style-type: none"> <li>Facilitation cost to include which RESA led that event</li> <li>Facility costs by facility</li> <li>Any additional costs such as printing, food, etc. should be specifically listed.</li> <li>A subtotal and a fiscal agent fee amount should be listed along with the total for the entire event.</li> <li>Sign-in sheets and evaluations from the event.</li> <li>Cost proposal with the proposed and final amounts listed.</li> </ul>		<p><b>0-1 Point</b></p> <p>Pts Earned ____</p>	<p><b>2 Points</b></p> <p>Pts Earned ____</p>	<p><b>3-4 Points</b></p> <p>Pts Earned <u>4</u></p>	<p><b>5 Points</b></p> <p>Pts Earned ____</p>	<p><u>4</u>/5</p>

Comments:

<p><b>Deliverable: EOY and Quarterly Reports</b></p> <p><i>Offeror describes its plan to train all RESAs on the fee schedule and all other pertinent procedures related to the contract. It also provides quarterly summary to MDE and other RESAs to include:</i></p> <ul style="list-style-type: none"> <li>List of trainings offered that quarter</li> </ul>	5	Offeror's proposal has little to no evidence of other RESA training.	Offeror's proposal has partially provided evidence of other RESA training.	Offeror's proposal has provided the majority, but not the complete evidence of other RESA training including some parts of the detailed plan for quarterly summary.	Offeror's proposal provided complete evidence of other RESA training including a detailed plan for the quarterly summary.	
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**PART III Plan of Action: Deliverables (10 points)**

Component	Points Possible	Not Evident	Partially Evident	Mostly Evident	Clearly Evident	Points Earned
<ul style="list-style-type: none"> <li>○ Which RESAs were involved in facilitating each event and fee paid</li> <li>○ Contractual costs for each event</li> <li>○ Fiscal Agent fee for each event</li> <li>○ Cost of facilities/supplies for each event</li> <li>○ Percentage of the total Facilitation fee each RESA received in that quarter/year</li> </ul>		0-1 Point Pts Earned ____	2 Points Pts Earned ____	3-4 Points Pts Earned <u>4</u>	5 Points Pts Earned ____	<u>4</u> /5

**Comments:**

PART IV: Administration/References (25 points)						
Component	Points Possible	Not Evident	Partially Evident	Mostly Evident	Clearly Evident	Points Earned
<b>Performance History</b> Offeror provides at least three (3) references for contracts of similar scope. Offeror included the name of the organization, length of contract, brief summary of the work, and the name and telephone number of a responsible contact person.	5	Offeror's proposal has little to no evidence of performance history.	Offeror's proposal has partially provided evidence of performance history.	Offeror's proposal has provided the majority, but not the complete evidence of performance history.	Offeror's proposal provided complete evidence of performance history.	5/5
Comments:						
<b>Personnel, Equipment, and Facilities</b> Offeror provides evidence of personnel, equipment and facilities at the RESA location which can be used to provide timely services. This information may include resumes, bios, equipment lists, facility descriptions, etc.	10	Offeror's proposal has little to no evidence of Personnel, Equipment, and Facilities.	Offeror's proposal has partially provided evidence of Personnel, Equipment, and Facilities.	Offeror's proposal has provided the majority, but not the complete evidence of Personnel, Equipment, and Facilities.	Offeror's proposal provided complete evidence of Personnel, Equipment, and Facilities.	5/10
Comments:						

PART IV: Administration/References (25 points)						
Component	Points Possible	Not Evident	Partially Evident	Mostly Evident	Clearly Evident	Points Earned
<b>Technical Expertise</b> <i>Offeror provides evidence of the ability to technically implement all services listed in this solicitation with qualified and experienced staff. This information may include resumes, bios, awards earned, etc.</i>	10	Offeror's proposal has little to no evidence of technical expertise.  0-2 Point Pts Earned ____	Offeror's proposal has partially provided evidence a technical expertise.  3-5 Points Pts Earned ____	Offeror's proposal has provided the majority, but not the complete evidence of technical expertise.  6-9 Points Pts Earned <u>9</u>	Offeror's proposal provided complete evidence of technical expertise.  10 Points Pts Earned ____	<u>9</u> / 10
<b>Comments:</b>						

## Post Evaluation Affidavit

### AFFIDAVIT

1. My name is Sonja Robertson. I am above the age of legal majority and am a resident of the State of Mississippi. I am of sound mind and judgment and suffer no legal disabilities. I have personal knowledge of all statements herein.
2. From April 3, 2025 to April 3, 2025, I participated as a(n) evaluator in the procurement process in which MS Department of Education (MDE) issued a Request for Proposals seeking Fiscal Agent for the Regional Education Service Agencies (RESA) Mega Contract.
3. I participated in the procurement process described in Paragraph 2 in good faith. At all relevant times, I acted with integrity. I was not motivated by bias for or against any particular offeror, any other unethical consideration, or by achieving a specific outcome from the procurement.
4. My participation in the process was limited to evaluating the proposals received in response to the solicitation described in Paragraph 2 solely on the criteria stated in the Request for Proposals. I did not consider factors outside of the criteria stated in the Request for Proposals when evaluating.
5. I have reviewed the final calculation of points awarded and have determined the final scores are a true and correct representation of the evaluation committee's collective assessment of the proposals received in response to the solicitation described in Paragraph 2.
6. I understand that the goal of the procurement process is to obtain best value for Mississippi Department of Education (MDE) in a competitive, fair, and transparent process. It is my belief that the intended awardee's proposal represents the best value for MDE based on the criteria in the Request for Proposal.
7. I have reviewed the Mississippi Ethics in Government laws, Mississippi Code Annotated §§ 25-4-101 through 25-4-121, and am not in violation of such laws with regard to my participation in procurement process described in Paragraph 2.
8. I have no personal knowledge that any other participant in the procurement process described in Paragraph 2 acted in violation of the Mississippi Ethics in Government laws or otherwise acted with dishonesty, bias, or other unethical conduct.

Under penalty of perjury, I declare that, to the best of my knowledge and belief, the information contained herein is true, correct, and complete.

[SIGNATURE FOR NOTARY]

[SIGNATURE FOR AFFIANT]



*Angela K Bailey* *Sonja J Robertson* 04.03.2025

Effective September 6, 2024

Assigned Proposal Number: 1Evaluator Initial/Number: SKKDate: 04/03/2025Total Score: 86/100

## EVALUATION RUBRIC

## Request for Proposal: Fiscal Agent for RESA Mega Contract

PART I Plan of Action: Professional Development (30 points)						
Component	Points Possible	Not Evident	Partially Evident	Mostly Evident	Clearly Evident	Points Earned
<b>Provided Services</b> Offeror explains how they would work with the other five RESAs to perform the specified services such as hiring speakers/trainers. Examples of electronic or paper forms used may be included. A list of speakers/trainers previously used may be included.	5	Offeror's proposal has little to no evidence of provided services.  <b>0-1 Point</b> Pts Earned ____	Offeror's proposal has partial evidence of provided services.  <b>2 Points</b> Pts Earned ____	Offeror's proposal has provided the majority, but not the complete evidence of provided services.  <b>3-4 Points</b> Pts Earned ____	Offeror's proposal provided complete evidence of provided services.  <b>5 Points</b> Pts Earned <u>5</u>	<u>5/5</u>
<b>Comments:</b>						
<b>Provided Services</b> Offeror explains how they would work with the other five RESAs to perform the specified services such as reservation of event sites. Examples of electronic or paper forms used may be included. A list of venues typically used may be included.	5	Offeror's proposal has little to no evidence of provided services.  <b>0-1 Point</b> Pts Earned ____	Offeror's proposal has partial evidence of provided services.  <b>2 Points</b> Pts Earned ____	Offeror's proposal has provided the majority, but not the complete evidence of provided services.  <b>3-4 Points</b> Pts Earned ____	Offeror's proposal provided complete evidence of provided services.  <b>5 Points</b> Pts Earned <u>5</u>	<u>5/5</u>

**PART I Plan of Action: Professional Development (30 points)**

Component	Points Possible	Not Evident	Partially Evident	Mostly Evident	Clearly Evident	Points Earned
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Comments:

<b>Provided Services</b> <i>Offeror explains how they would work with the other five RESAs to perform the specified services such as development of training materials. Examples of electronic or paper forms used may be included. The ability to create, print, assemble, and/or purchase training materials should be explained. Credentials for Offeror staff to create materials may be included.</i>	5	Offeror's proposal has little to no evidence of provided services.	Offeror's proposal has partial evidence of provided services.	Offeror's proposal has provided the majority, but not the complete evidence of provided services.	Offeror's proposal provided complete evidence of provided services.	5/5
		0-1 Point Pts Earned ____	2 Points Pts Earned ____	3-4 Points Pts Earned ____	5 Points Pts Earned <u>5</u>	

Comments:

<b>Provided Services</b> <i>Offeror explains their ability to offer virtual professional development and how they would work with the other five RESAs to ensure that all virtual trainings function at the highest level. Examples of electronic or paper forms used may be included. A list of software and hardware available for use in virtual trainings may be included. Credentials for Offeror staff to</i>	5	Offeror's proposal has little to no evidence of provided services.	Offeror's proposal has partial evidence of provided services.	Offeror's proposal has provided the majority, but not the complete evidence of provided services.	Offeror's proposal provided complete evidence of provided services.	4/5
		0-1 Point Pts Earned ____	2 Points Pts Earned ____	3-4 Points Pts Earned <u>4</u>	5 Points Pts Earned <u>4</u>	

PART I Plan of Action: Professional Development (30 points)						
Component	Points Possible	Not Evident	Partially Evident	Mostly Evident	Clearly Evident	Points Earned
facilitate virtual trainings may be included.						
Comments:						
<b>Sub-contract Plan with Other RESAs</b> Offeror explains how they would work with the other five RESAs to ensure the distribution of trainings/events throughout the six RESAs and across the state. A process for collecting all sign-in sheets and evaluations from the sub-contracted RESAs before sending the invoice and the additional documents to the program office is explained.	5	Offeror's proposal has little to no evidence of a sub-contract plan with other RESAs.	Offeror's proposal has partially provided evidence of a sub-contract plan with other RESAs.	Offeror's proposal has provided the majority, but not the complete evidence of a sub-contract plan with other RESAs.	Offeror's proposal provided complete evidence of a sub-contract plan with other RESAs.	5/5
Comments:		0-1 Point Pts Earned ____	2 Points Pts Earned ____	3-4 Points Pts Earned ____	5 Points Pts Earned <u>5</u>	5/5
<b>OSL and SEMI Credit Services</b> Offeror explains how they will work with the other five RESAs to input all OSL and SEMI credits into the MECCA System for any events held by their RESA, thereby ensuring all SEMI and OSL inputs would be	5	Offeror's proposal has little to no evidence of SEMI/OSL credit services.	Offeror's proposal has partially provided evidence of SEMI/OSL credit services.	Offeror's proposal has provided the majority, but not the complete evidence of SEMI/OSL credit services.	Offeror's proposal provided complete evidence of SEMI/OSL credit services.	3/5

PART I Plan of Action: Professional Development (30 points)						
Component	Points Possible	Not Evident	Partially Evident	Mostly Evident	Clearly Evident	Points Earned
handled by the RESAs and not the program offices. Example forms and methods for handling payment, if required, may be included.		0-1 Point Pts Earned ____	2 Points Pts Earned ____	3-4 Points Pts Earned <u>3</u>	5 Points Pts Earned <u>5</u>	<u>5</u>
Comments:						

PART II Plan of Action: Regional Service Delivery Model Component (35 points)						
Component	Points Possible	Not Evident	Partially Evident	Mostly Evident	Clearly Evident	Points Earned
<b>Designated Staff Hiring</b> <i>Offeror provides process by which designated staff will be obtained for full-time positions to provide content-specific training services. Information may be included which breaks down the salary and benefits per trainer to assist program offices in planning for trainer costs. Additional information may be given on incentives to attract and retain candidates.</i>	10	Offeror's proposal has little to no evidence of a staff hiring process.	Offeror's proposal has partially provided evidence of a staff hiring process.	Offeror's proposal has provided the majority, but not the complete evidence of a staff hiring process.	Offeror's proposal provided complete evidence of a staff hiring process.	10/10
		<b>0-2 Point</b> Pts Earned ____	<b>3-5 Points</b> Pts Earned ____	<b>6-9 Points</b> Pts Earned ____	<b>10 Points</b> Pts Earned <u>10</u>	
		Comments:				

**PART II Plan of Action: Regional Service Delivery Model Component (35 points)**

Component	Points Possible	Not Evident	Partially Evident	Mostly Evident	Clearly Evident	Points Earned
<b>Designated Staff Travel Costs</b> <i>Offeror describes the process used to track and invoice for trainer travel for each program office to provide content-specific training services. Forms and/or a timeline for the process may be included.</i>	<b>10</b>	Offeror's proposal has little to no evidence of a staff travel process.	Offeror's proposal has partially provided evidence of a staff travel process.	Offeror's proposal has provided the majority, but not the complete evidence of a staff travel process.	Offeror's proposal provided complete evidence of a staff travel process.	<b>8/10</b>
		<b>0-2 Point</b> Pts Earned ____	<b>3-5 Points</b> Pts Earned ____	<b>6-9 Points</b> Pts Earned <u>8</u>	<b>10 Points</b> Pts Earned ____	

Comments:

<b>Designated Staff Supplies</b> <i>Offeror describes the process to obtain and bill for needed supplies to provide content-specific training for the training team up to and including computer equipment. A timeframe and inventory management information may be included.</i>	<b>10</b>	Offeror's proposal has little to no evidence of a staff supply process including computer equipment.	Offeror's proposal has partially provided evidence of a staff supply process including computer equipment.	Offeror's proposal has provided the majority, but not the complete evidence of a staff supply process including computer equipment.	Offeror's proposal provided complete evidence of a staff supply process including computer equipment.	<b>8/10</b>
		<b>0-2 Point</b> Pts Earned ____	<b>3-5 Points</b> Pts Earned ____	<b>6-9 Points</b> Pts Earned <u>8</u>	<b>10 Points</b> Pts Earned ____	

Comments:

PART II Plan of Action: Regional Service Delivery Model Component (35 points)						
Component	Points Possible	Not Evident	Partially Evident	Mostly Evident	Clearly Evident	Points Earned
<b>Designated Staff Performance</b> <i>The Offeror includes information regarding satisfactory and unsatisfactory performance in delivering content-specific training. Evaluation forms and a timeline may be provided.</i>	5	Offeror's proposal has little to no evidence of a staff performance process.	Offeror's proposal has partially provided evidence of a staff performance process.	Offeror's proposal has provided the majority, but not the complete evidence of a staff performance process.	Offeror's proposal provided complete evidence of a staff performance process.	2/5
		0-1 Point Pts Earned ____	2 Points Pts Earned 2	3-4 Points Pts Earned ____	5 Points Pts Earned 3	
Comments:						

PART III Plan of Action: Deliverables (10 points)						
Component	Points Possible	Not Evident	Partially Evident	Mostly Evident	Clearly Evident	Points Earned
<b>Deliverable: Invoicing Plan</b> <i>Offeror describes its process for invoicing and includes the items listed below:</i> <ul style="list-style-type: none"> <li>○ Date of the event</li> <li>○ Location of the event</li> <li>○ Number of participants</li> </ul>	5	Offeror's proposal has little to no evidence of an invoicing plan.	Offeror's proposal has partially provided evidence of an invoicing plan but is missing significant required items.	Offeror's proposal has provided the majority, but not the complete evidence of an invoice plan	Offeror's proposal provided complete evidence of an invoicing plan and includes all the required components	

**PART III Plan of Action: Deliverables (10 points)**

Component	Points Possible	Not Evident	Partially Evident	Mostly Evident	Clearly Evident	Points Earned
<ul style="list-style-type: none"> <li>Facilitation cost to include which RESA led that event</li> <li>Facility costs by facility</li> <li>Any additional costs such as printing, food, etc. should be specifically listed.</li> <li>A subtotal and a fiscal agent fee amount should be listed along with the total for the entire event.</li> <li>Sign-in sheets and evaluations from the event.</li> <li>Cost proposal with the proposed and final amounts listed.</li> </ul>		0-1 Point Pts Earned ____	2 Points Pts Earned ____	3-4 Points Pts Earned ____	5 Points Pts Earned <u>5</u>	<u>5/5</u>

**Comments:**

<b>Deliverable: EOY and Quarterly Reports</b> <i>Offeror describes its plan to train all RESAs on the fee schedule and all other pertinent procedures related to the contract. It also provides quarterly summary to MDE and other RESAs to include:</i> <ul style="list-style-type: none"> <li>List of trainings offered that quarter</li> </ul>	5	Offeror's proposal has little to no evidence of other RESA training.	Offeror's proposal has partially provided evidence of other RESA training.	Offeror's proposal has provided the majority, but not the complete evidence of other RESA training including some parts of the detailed plan for quarterly summary.	Offeror's proposal provided complete evidence of other RESA training including a detailed plan for the quarterly summary.	
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**PART III Plan of Action: Deliverables (10 points)**

Component	Points Possible	Not Evident	Partially Evident	Mostly Evident	Clearly Evident	Points Earned
<ul style="list-style-type: none"> <li>Which RESAs were involved in facilitating each event and fee paid</li> <li>Contractual costs for each event</li> <li>Fiscal Agent fee for each event</li> <li>Cost of facilities/supplies for each event</li> <li>Percentage of the total Facilitation fee each RESA received in that quarter/year</li> </ul>		<b>0-1 Point</b> Pts Earned <u>1</u>	<b>2 Points</b> Pts Earned ____	<b>3-4 Points</b> Pts Earned ____	<b>5 Points</b> Pts Earned ____	<u>1</u> /5

Comments:

PART IV: Administration/References (25 points)						
Component	Points Possible	Not Evident	Partially Evident	Mostly Evident	Clearly Evident	Points Earned
<b>Performance History</b> Offeror provides at least three (3) references for contracts of similar scope. Offeror included the name of the organization, length of contract, brief summary of the work, and the name and telephone number of a responsible contact person.	5	Offeror's proposal has little to no evidence of performance history.	Offeror's proposal has partially provided evidence of performance history.	Offeror's proposal has provided the majority, but not the complete evidence of performance history.	Offeror's proposal provided complete evidence of performance history.	5/5
Comments:						
<b>Personnel, Equipment, and Facilities</b> Offeror provides evidence of personnel, equipment and facilities at the RESA location which can be used to provide timely services. This information may include resumes, bios, equipment lists, facility descriptions, etc.	10	Offeror's proposal has little to no evidence of Personnel, Equipment, and Facilities.	Offeror's proposal has partially provided evidence of Personnel, Equipment, and Facilities.	Offeror's proposal has provided the majority, but not the complete evidence of Personnel, Equipment, and Facilities.	Offeror's proposal provided complete evidence of Personnel, Equipment, and Facilities.	10/10
Comments:						

PART IV: Administration/References (25 points)						
Component	Points Possible	Not Evident	Partially Evident	Mostly Evident	Clearly Evident	Points Earned
<b>Technical Expertise</b> <i>Offeror provides evidence of the ability to technically implement all services listed in this solicitation with qualified and experienced staff. This information may include resumes, bios, awards earned, etc.</i>	<b>10</b>	Offeror's proposal has little to no evidence of technical expertise.	Offeror's proposal has partially provided evidence a technical expertise.	Offeror's proposal has provided the majority, but not the complete evidence of technical expertise.	Offeror's proposal provided complete evidence of technical expertise.	
<b>0-2 Point</b>		<b>3-5 Points</b>	<b>6-9 Points</b>	<b>10 Points</b>		
Pts Earned ____		Pts Earned ____	Pts Earned ____	Pts Earned <u>10</u>		
Comments:						
<u>10</u> /10						

## Post Evaluation Affidavit

### AFFIDAVIT

1. My name is Vanessa Virgil Ruffin. I am above the age of legal majority and am a resident of the State of Mississippi. I am of sound mind and judgment and suffer no legal disabilities. I have personal knowledge of all statements herein.
2. From April 3, 2025 to April 3, 2025, I participated as a(n) evaluator in the procurement process in which MS Department of Education (MDE) issued a Request for Proposals seeking Fiscal Agent for the Regional Education Service Agencies (RESA) Mega Contract.
3. I participated in the procurement process described in Paragraph 2 in good faith. At all relevant times, I acted with integrity. I was not motivated by bias for or against any particular offeror, any other unethical consideration, or by achieving a specific outcome from the procurement.
4. My participation in the process was limited to evaluating the proposals received in response to the solicitation described in Paragraph 2 solely on the criteria stated in the Request for Proposals. I did not consider factors outside of the criteria stated in the Request for Proposals when evaluating.
5. I have reviewed the final calculation of points awarded and have determined the final scores are a true and correct representation of the evaluation committee's collective assessment of the proposals received in response to the solicitation described in Paragraph 2.
6. I understand that the goal of the procurement process is to obtain best value for Mississippi Department of Education (MDE) in a competitive, fair, and transparent process. It is my belief that the intended awardee's proposal represents the best value for MDE based on the criteria in the Request for Proposal.
7. I have reviewed the Mississippi Ethics in Government laws, Mississippi Code Annotated §§ 25-4-101 through 25-4-121, and am not in violation of such laws with regard to my participation in procurement process described in Paragraph 2.
8. I have no personal knowledge that any other participant in the procurement process described in Paragraph 2 acted in violation of the Mississippi Ethics in Government laws or otherwise acted with dishonesty, bias, or other unethical conduct.

Under penalty of perjury, I declare that, to the best of my knowledge and belief, the information contained herein is true, correct, and complete.

[SIGNATURE FOR NOTARY]

[SIGNATURE FOR AFFIANT]



A handwritten signature in blue ink, appearing to read "Angela K. Bailey", written over a horizontal line.

A handwritten signature in blue ink, appearing to read "Vanessa Virgil Ruffin", written over a horizontal line.

Effective September 6, 2024

Assigned Proposal Number: 1Evaluator Initial/Number: WKEDate: 4/3/25Total Score: 98 / 100

## EVALUATION RUBRIC

## Request for Proposal: Fiscal Agent for RESA Mega Contract

PART I Plan of Action: Professional Development (30 points)						
Component	Points Possible	Not Evident	Partially Evident	Mostly Evident	Clearly Evident	Points Earned
<b>Provided Services</b> Offeror explains how they would work with the other five RESAs to perform the specified services such as hiring speakers/trainers. Examples of electronic or paper forms used may be included. A list of speakers/trainers previously used may be included.	5	Offeror's proposal has little to no evidence of provided services.  <b>0-1 Point</b> Pts Earned ____	Offeror's proposal has partial evidence of provided services.  <b>2 Points</b> Pts Earned ____	Offeror's proposal has provided the majority, but not the complete evidence of provided services.  <b>3-4 Points</b> Pts Earned ____	Offeror's proposal provided complete evidence of provided services.  <b>5 Points</b> Pts Earned <u>5</u>	<u>5</u> /5
<b>Comments:</b>						
<b>Provided Services</b> Offeror explains how they would work with the other five RESAs to perform the specified services such as reservation of event sites. Examples of electronic or paper forms used may be included. A list of venues typically used may be included.	5	Offeror's proposal has little to no evidence of provided services.  <b>0-1 Point</b> Pts Earned ____	Offeror's proposal has partial evidence of provided services.  <b>2 Points</b> Pts Earned ____	Offeror's proposal has provided the majority, but not the complete evidence of provided services.  <b>3-4 Points</b> Pts Earned ____	Offeror's proposal provided complete evidence of provided services.  <b>5 Points</b> Pts Earned <u>5</u>	<u>5</u> /5

**PART I Plan of Action: Professional Development (30 points)**

Component	Points Possible	Not Evident	Partially Evident	Mostly Evident	Clearly Evident	Points Earned
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Comments:

<b>Provided Services</b> <i>Offeror explains how they would work with the other five RESAs to perform the specified services such as development of training materials. Examples of electronic or paper forms used may be included. The ability to create, print, assemble, and/or purchase training materials should be explained. Credentials for Offeror staff to create materials may be included.</i>	5	Offeror's proposal has little to no evidence of provided services.	Offeror's proposal has partial evidence of provided services.	Offeror's proposal has provided the majority, but not the complete evidence of provided services.	Offeror's proposal provided complete evidence of provided services.	5/5
		0-1 Point Pts Earned ____	2 Points Pts Earned ____	3-4 Points Pts Earned ____	5 Points Pts Earned <u>5</u>	

Comments:

<b>Provided Services</b> <i>Offeror explains their ability to offer virtual professional development and how they would work with the other five RESAs to ensure that all virtual trainings function at the highest level. Examples of electronic or paper forms used may be included. A list of software and hardware available for use in virtual trainings may be included. Credentials for Offeror staff to</i>	5	Offeror's proposal has little to no evidence of provided services.	Offeror's proposal has partial evidence of provided services.	Offeror's proposal has provided the majority, but not the complete evidence of provided services.	Offeror's proposal provided complete evidence of provided services.	5/5
		0-1 Point Pts Earned ____	2 Points Pts Earned ____	3-4 Points Pts Earned ____	5 Points Pts Earned <u>5</u>	

PART I Plan of Action: Professional Development (30 points)						
Component	Points Possible	Not Evident	Partially Evident	Mostly Evident	Clearly Evident	Points Earned
facilitate virtual trainings may be included.						
Comments:						
<b>Sub-contract Plan with Other RESAs</b> Offeror explains how they would work with the other five RESAs to ensure the distribution of trainings/events throughout the six RESAs and across the state. A process for collecting all sign-in sheets and evaluations from the sub-contracted RESAs before sending the invoice and the additional documents to the program office is explained.	5	Offeror's proposal has little to no evidence of a sub-contract plan with other RESAs.	Offeror's proposal has partially provided evidence of a sub-contract plan with other RESAs.	Offeror's proposal has provided the majority, but not the complete evidence of a sub-contract plan with other RESAs.	Offeror's proposal provided complete evidence of a sub-contract plan with other RESAs.	5/5
Comments:		<b>0-1 Point</b> Pts Earned ____	<b>2 Points</b> Pts Earned ____	<b>3-4 Points</b> Pts Earned ____	<b>5 Points</b> Pts Earned <u>5</u>	
<b>OSL and SEMI Credit Services</b> Offeror explains how they will work with the other five RESAs to input all OSL and SEMI credits into the MECCA System for any events held by their RESA, thereby ensuring all SEMI and OSL inputs would be	5	Offeror's proposal has little to no evidence of SEMI/OSL credit services.	Offeror's proposal has partially provided evidence of SEMI/OSL credit services.	Offeror's proposal has provided the majority, but not the complete evidence of SEMI/OSL credit services.	Offeror's proposal provided complete evidence of SEMI/OSL credit services.	5/5

PART I Plan of Action: Professional Development (30 points)						
Component	Points Possible	Not Evident	Partially Evident	Mostly Evident	Clearly Evident	Points Earned
handled by the RESAs and not the program offices. Example forms and methods for handling payment, if required, may be included.		0-1 Point Pts Earned ____	2 Points Pts Earned ____	3-4 Points Pts Earned ____	5 Points Pts Earned <u>5</u>	
Comments:						

30 ✓


PART II Plan of Action: Regional Service Delivery Model Component (35 points)						
Component	Points Possible	Not Evident	Partially Evident	Mostly Evident	Clearly Evident	Points Earned
<b>Designated Staff Hiring</b> Offeror provides process by which designated staff will be obtained for full-time positions to provide content-specific training services. Information may be included which breaks down the salary and benefits per trainer to assist program offices in planning for trainer costs. Additional information may be given on incentives to attract and retain candidates.	10	Offeror's proposal has little to no evidence of a staff hiring process.	Offeror's proposal has partially provided evidence of a staff hiring process.	Offeror's proposal has provided the majority, but not the complete evidence of a staff hiring process.	Offeror's proposal provided complete evidence of a staff hiring process.	
Comments:						

10/10

**PART II Plan of Action: Regional Service Delivery Model Component (35 points)**

Component	Points Possible	Not Evident	Partially Evident	Mostly Evident	Clearly Evident	Points Earned
<b>Designated Staff Travel Costs</b> <i>Offeror describes the process used to track and invoice for trainer travel for each program office to provide content-specific training services. Forms and/or a timeline for the process may be included.</i>	10	Offeror's proposal has little to no evidence of a staff travel process.	Offeror's proposal has partially provided evidence of a staff travel process.	Offeror's proposal has provided the majority, but not the complete evidence of a staff travel process.	Offeror's proposal provided complete evidence of a staff travel process.	10/10
<b>Designated Staff Supplies</b> <i>Offeror describes the process to obtain and bill for needed supplies to provide content-specific training for the training team up to and including computer equipment. A timeframe and inventory management information may be included.</i>	10	Offeror's proposal has little to no evidence of a staff supply process including computer equipment.	Offeror's proposal has partially provided evidence of a staff supply process including computer equipment.	Offeror's proposal has provided the majority, but not the complete evidence of a staff supply process including computer equipment.	Offeror's proposal provided complete evidence of a staff supply process including computer equipment.	10/10

Comments:

<b>Designated Staff Supplies</b> <i>Offeror describes the process to obtain and bill for needed supplies to provide content-specific training for the training team up to and including computer equipment. A timeframe and inventory management information may be included.</i>	<b>10</b>	Offeror's proposal has little to no evidence of a staff supply process including computer equipment.	Offeror's proposal has partially provided evidence of a staff supply process including computer equipment.	Offeror's proposal has provided the majority, but not the complete evidence of a staff supply process including computer equipment.	Offeror's proposal provided complete evidence of a staff supply process including computer equipment.	<b>10/10</b>
<b>Comments:</b>		<b>0-2 Point</b> Pts Earned ____	<b>3-5 Points</b> Pts Earned ____	<b>6-9 Points</b> Pts Earned ____	<b>10 Points</b> Pts Earned <u>10</u>	
	<div><div></div><div><del>30</del> 33</div></div>					

PART II Plan of Action: Regional Service Delivery Model Component (35 points)						
Component	Points Possible	Not Evident	Partially Evident	Mostly Evident	Clearly Evident	Points Earned
<b>Designated Staff Performance</b> The Offeror includes information regarding satisfactory performance and unsatisfactory performance in delivering content-specific training. Evaluation forms and a timeline may be provided.	5	Offeror's proposal has little to no evidence of a staff performance process.	Offeror's proposal has partially provided evidence of a staff performance process.	Offeror's proposal has provided the majority, but not the complete evidence of a staff performance process.	Offeror's proposal provided complete evidence of a staff performance process.	3/5
Comments: <i>Language not provided on staff performance.</i>		0-1 Point Pts Earned _____	2 Points Pts Earned _____	3-4 Points Pts Earned <u>3</u>	5 Points Pts Earned _____	

PART III Plan of Action: Deliverables (10 points)						
Component	Points Possible	Not Evident	Partially Evident	Mostly Evident	Clearly Evident	Points Earned
<b>Deliverable: Invoicing Plan</b> Offeror describes its process for invoicing and includes the items listed below: <ul style="list-style-type: none"> <li>○ Date of the event</li> <li>○ Location of the event</li> <li>○ Number of participants</li> </ul>	5	Offeror's proposal has little to no evidence of an invoicing plan.	Offeror's proposal has partially provided evidence of an invoicing plan but is missing significant required items.	Offeror's proposal has provided the majority, but not the complete evidence of an invoice plan	Offeror's proposal provided complete evidence of an invoicing plan and includes all the required components	

**PART III Plan of Action: Deliverables (10 points)**

Component	Points Possible	Not Evident	Partially Evident	Mostly Evident	Clearly Evident	Points Earned
<ul style="list-style-type: none"> <li>○ Facilitation cost to include which RESA led that event</li> <li>○ Facility costs by facility</li> <li>○ Any additional costs such as printing, food, etc. should be specifically listed.</li> <li>○ A subtotal and a fiscal agent fee amount should be listed along with the total for the entire event.</li> <li>○ Sign-in sheets and evaluations from the event.</li> <li>○ Cost proposal with the proposed and final amounts listed.</li> </ul>		<p><b>0-1 Point</b></p> <p>Pts Earned ____</p>	<p><b>2 Points</b></p> <p>Pts Earned ____</p>	<p><b>3-4 Points</b></p> <p>Pts Earned ____</p>	<p><b>5 Points</b></p> <p>Pts Earned <u>5</u></p>	<p><u>5/5</u></p>

**Comments:**

<p><b>Deliverable: EOY and Quarterly Reports</b></p> <p><i>Offeror describes its plan to train all RESAs on the fee schedule and all other pertinent procedures related to the contract. It also provides quarterly summary to MDE and other RESAs to include:</i></p> <ul style="list-style-type: none"> <li>○ List of trainings offered that quarter</li> </ul>	<b>5</b>	Offeror's proposal has little to no evidence of other RESA training.	Offeror's proposal has partially provided evidence of other RESA training.	Offeror's proposal has provided the majority, but not the complete evidence of other RESA training including some parts of the detailed plan for quarterly summary.	Offeror's proposal provided complete evidence of other RESA training including a detailed plan for the quarterly summary.	
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**PART III Plan of Action: Deliverables (10 points)**

Component	Points Possible	Not Evident	Partially Evident	Mostly Evident	Clearly Evident	Points Earned
<ul style="list-style-type: none"> <li>Which RESAs were involved in facilitating each event and fee paid</li> <li>Contractual costs for each event</li> <li>Fiscal Agent fee for each event</li> <li>Cost of facilities/supplies for each event</li> <li>Percentage of the total Facilitation fee each RESA received in that quarter/year</li> </ul>		0-1 Point Pts Earned ____	2 Points Pts Earned ____	3-4 Points Pts Earned ____	5 Points Pts Earned <u>5</u>	<u>5/5</u>

Comments:

10

PART IV: Administration/References (25 points)									
Component	Points Possible	Not Evident	Partially Evident	Mostly Evident	Clearly Evident	Points Earned			
<b>Performance History</b> <i>Offeror provides at least three (3) references for contracts of similar scope. Offeror included the name of the organization, length of contract, brief summary of the work, and the name and telephone number of a responsible contact person.</i>	5	Offeror's proposal has little to no evidence of performance history.	Offeror's proposal has partially provided evidence of performance history.	Offeror's proposal has provided the majority, but not the complete evidence of performance history.	Offeror's proposal provided complete evidence of performance history.				
Comments:	0-1 Point	Pts Earned ____	2 Points	Pts Earned ____	3-4 Points	Pts Earned ____	5 Points	Pts Earned <u>5</u>	<u>5</u> /5
<b>Personnel, Equipment, and Facilities</b> <i>Offeror provides evidence of personnel, equipment and facilities at the RESA location which can be used to provide timely services. This information may include resumes, bios, equipment lists, facility descriptions, etc.</i>	10	Offeror's proposal has little to no evidence of Personnel, Equipment, and Facilities.	Offeror's proposal has partially provided evidence of Personnel, Equipment, and Facilities.	Offeror's proposal has provided the majority, but not the complete evidence of Personnel, Equipment, and Facilities.	Offeror's proposal provided complete evidence of Personnel, Equipment, and Facilities.				
Comments:	0-2 Point	Pts Earned ____	3-5 Points	Pts Earned ____	6-9 Points	Pts Earned ____	10 Points	Pts Earned <u>10</u>	<u>10</u> /10

PART IV: Administration/References (25 points)						
Component	Points Possible	Not Evident	Partially Evident	Mostly Evident	Clearly Evident	Points Earned
<b>Technical Expertise</b> <i>Offeror provides evidence of the ability to technically implement all services listed in this solicitation with qualified and experienced staff. This information may include resumes, bias, awards earned, etc.</i>	<b>10</b>	Offeror's proposal has little to no evidence of technical expertise.	Offeror's proposal has partially provided evidence a technical expertise.	Offeror's proposal has provided the majority, but not the complete evidence of technical expertise.	Offeror's proposal provided complete evidence of technical expertise.	
		<b>0-2 Point</b> Pts Earned ____	<b>3-5 Points</b> Pts Earned ____	<b>6-9 Points</b> Pts Earned ____	<b>10 Points</b> Pts Earned <u>10</u>	
Comments:						

## Post Evaluation Affidavit

### AFFIDAVIT

1. My name is Kerny Thomas. I am above the age of legal majority and am a resident of the State of Mississippi. I am of sound mind and judgment and suffer no legal disabilities. I have personal knowledge of all statements herein.
2. From April 3, 2025 to April 3, 2025, I participated as a(n) evaluator in the procurement process in which MS Department of Education (MDE) issued a Request for Proposals seeking Fiscal Agent for the Regional Education Service Agencies (RESA) Mega Contract.
3. I participated in the procurement process described in Paragraph 2 in good faith. At all relevant times, I acted with integrity. I was not motivated by bias for or against any particular offeror, any other unethical consideration, or by achieving a specific outcome from the procurement.
4. My participation in the process was limited to evaluating the proposals received in response to the solicitation described in Paragraph 2 solely on the criteria stated in the Request for Proposals. I did not consider factors outside of the criteria stated in the Request for Proposals when evaluating.
5. I have reviewed the final calculation of points awarded and have determined the final scores are a true and correct representation of the evaluation committee's collective assessment of the proposals received in response to the solicitation described in Paragraph 2.
6. I understand that the goal of the procurement process is to obtain best value for Mississippi Department of Education (MDE) in a competitive, fair, and transparent process. It is my belief that the intended awardee's proposal represents the best value for MDE based on the criteria in the Request for Proposal.
7. I have reviewed the Mississippi Ethics in Government laws, Mississippi Code Annotated §§ 25-4-101 through 25-4-121, and am not in violation of such laws with regard to my participation in procurement process described in Paragraph 2.
8. I have no personal knowledge that any other participant in the procurement process described in Paragraph 2 acted in violation of the Mississippi Ethics in Government laws or otherwise acted with dishonesty, bias, or other unethical conduct.

Under penalty of perjury, I declare that, to the best of my knowledge and belief, the information contained herein is true, correct, and complete.

[SIGNATURE FOR NOTARY]

[SIGNATURE FOR AFFIANT]



*Angela K. Bailey*

*Kerny Thomas*

Effective September 6, 2024

Assigned Proposal Number: 1Evaluator Initial/Number: KTDate: 4/3/25Total Score: 90/100


## EVALUATION RUBRIC

## Request for Proposal: Fiscal Agent for RESA Mega Contract

## PART I Plan of Action: Professional Development (30 points)

PART I Plan of Action: Professional Development (30 points)						
Component	Points Possible	Not Evident	Partially Evident	Mostly Evident	Clearly Evident	Points Earned
<b>Provided Services</b> <i>Offeror explains how they would work with the other five RESAs to perform the specified services such as hiring speakers/trainers. Examples of electronic or paper forms used may be included. A list of speakers/trainers previously used may be included.</i>	5	Offeror's proposal has little to no evidence of provided services.  <b>0-1 Point</b> Pts Earned ____	Offeror's proposal has partial evidence of provided services.  <b>2 Points</b> Pts Earned ____	Offeror's proposal has provided the majority, but not the complete evidence of provided services.  <b>3-4 Points</b> Pts Earned ____	Offeror's proposal provided complete evidence of provided services.  <b>5 Points</b> Pts Earned <u>5</u>	<u>5/5</u>
Comments:						
<b>Provided Services</b> <i>Offeror explains how they would work with the other five RESAs to perform the specified services such as reservation of event sites. Examples of electronic or paper forms used may be included. A list or lists of venues typically used may be included.</i>	5	Offeror's proposal has little to no evidence of provided services.  <b>0-1 Point</b> Pts Earned ____	Offeror's proposal has partial evidence of provided services.  <b>2 Points</b> Pts Earned ____	Offeror's proposal has provided the majority, but not the complete evidence of provided services.  <b>3-4 Points</b> Pts Earned ____	Offeror's proposal provided complete evidence of provided services.  <b>5 Points</b> Pts Earned <u>5</u>	<u>5/5</u>

**PART I Plan of Action: Professional Development (30 points)**

Component	Points Possible	Not Evident	Partially Evident	Mostly Evident	Clearly Evident	Points Earned
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Comments:

<b>Provided Services</b> <i>Offeror explains how they would work with the other five RESAs to perform the specified services such as development of training materials. Examples of electronic or paper forms used may be included. The ability to create, print, assemble, and/or purchase training materials should be explained. Credentials for Offeror staff to create materials may be included.</i>	5	Offeror's proposal has little to no evidence of provided services.	Offeror's proposal has partial evidence of provided services.	Offeror's proposal has provided the majority, but not the complete evidence of provided services.	Offeror's proposal provided complete evidence of provided services.	5/5
		0-1 Point Pts Earned ____	2 Points Pts Earned ____	3-4 Points Pts Earned ____	5 Points Pts Earned <u>5</u>	
		Comments:				
<b>Provided Services</b> <i>Offeror explains their ability to offer virtual professional development and how they would work with the other five RESAs to ensure that all virtual trainings function at the highest level. Examples of electronic or paper forms used may be included. A list of software and hardware available for use in virtual trainings may be included. Credentials for Offeror staff to</i>	5	Offeror's proposal has little to no evidence of provided services.	Offeror's proposal has partial evidence of provided services.	Offeror's proposal has provided the majority, but not the complete evidence of provided services.	Offeror's proposal provided complete evidence of provided services.	5/5
		0-1 Point Pts Earned ____	2 Points Pts Earned ____	3-4 Points Pts Earned ____	5 Points Pts Earned <u>5</u>	
		Comments:				

PART I Plan of Action: Professional Development (30 points)						
Component	Points Possible	Not Evident	Partially Evident	Mostly Evident	Clearly Evident	Points Earned
facilitate virtual trainings may be included.						
Comments:						
<b>Sub-contract Plan with Other RESAs</b> Offeror explains how they would work with the other five RESAs to ensure the distribution of trainings/events throughout the six RESAs and across the state. A process for collecting all sign-in sheets and evaluations from the sub-contracted RESAs before sending the invoice and the additional documents to the program office is explained.	5	Offeror's proposal has little to no evidence of a sub-contract plan with other RESAs.	Offeror's proposal has partially provided evidence of a sub-contract plan with other RESAs.	Offeror's proposal has provided the majority, but not the complete evidence of a sub-contract plan with other RESAs.	Offeror's proposal provided complete evidence of a sub-contract plan with other RESAs.	4/5
		0-1 Point Pts Earned ____	2 Points Pts Earned ____	3-4 Points Pts Earned <u>4</u>	5 Points Pts Earned ____	
		Comments:				
		OSL and SEMI Credit Services Offeror explains how they will work with the other five RESAs to input all OSL and SEMI credits into the MECCA System for any events held by their RESA, thereby ensuring all SEMI and OSL inputs would be				
		5	Offeror's proposal has little to no evidence of SEMI/OSL credit services.	Offeror's proposal has partially provided evidence of SEMI/OSL credit services.	Offeror's proposal has provided the majority, but not the complete evidence of SEMI/OSL credit services.	

PART I Plan of Action: Professional Development (30 points)						
Component	Points Possible	Not Evident	Partially Evident	Mostly Evident	Clearly Evident	Points Earned
handled by the RESAs and not the program offices. Example forms and methods for handling payment, if required, may be included.		0-1 Point Pts Earned ____	2 Points Pts Earned ____	3-4 Points Pts Earned ____	5 Points Pts Earned <u>5</u>	
Comments:						

PART II Plan of Action: Regional Service Delivery Model Component (35 points)						
Component	Points Possible	Not Evident	Partially Evident	Mostly Evident	Clearly Evident	Points Earned
<b>Designated Staff Hiring</b> <i>Offeror provides process by which designated staff will be obtained for full-time positions to provide content-specific training services. Information may be included which breaks down the salary and benefits per trainer to assist program offices in planning for trainer costs. Additional information may be given on incentives to attract and retain candidates.</i>	10	Offeror's proposal has little to no evidence of a staff hiring process.	Offeror's proposal has partially provided evidence of a staff hiring process.	Offeror's proposal has provided the majority, but not the complete evidence of a staff hiring process.	Offeror's proposal provided complete evidence of a staff hiring process.	9/10
		0-2 Point Pts Earned ____	3-5 Points Pts Earned ____	6-9 Points Pts Earned 9	10 Points Pts Earned ____	
		Comments:				

PART II Plan of Action: Regional Service Delivery Model Component (35 points)						
Component	Points Possible	Not Evident	Partially Evident	Mostly Evident	Clearly Evident	Points Earned
<b>Designated Staff Travel Costs</b> <i>Offeror describes the process used to track and invoice for trainer travel for each program office to provide content-specific training services. Forms and/or a timeline for the process may be included.</i>	10	Offeror's proposal has little to no evidence of a staff travel process.	Offeror's proposal has partially provided evidence of a staff travel process.	Offeror's proposal has provided the majority, but not the complete evidence of a staff travel process.	Offeror's proposal provided complete evidence of a staff travel process.	9/10
		0-2 Point Pts Earned ____	3-5 Points Pts Earned ____	6-9 Points Pts Earned 9	10 Points Pts Earned ____	
		Comments:				
<b>Designated Staff Supplies</b> <i>Offeror describes the process to obtain and bill for needed supplies to provide content-specific training for the training team up to and including computer equipment. A timeframe and inventory management information may be included.</i>	10	Offeror's proposal has little to no evidence of a staff supply process including computer equipment.	Offeror's proposal has partially provided evidence of a staff supply process including computer equipment.	Offeror's proposal has provided the majority, but not the complete evidence of a staff supply process including computer equipment.	Offeror's proposal provided complete evidence of a staff supply process including computer equipment.	8/10
		0-2 Point Pts Earned ____	3-5 Points Pts Earned ____	6-9 Points Pts Earned 8	10 Points Pts Earned ____	
		Comments:				

PART II Plan of Action: Regional Service Delivery Model Component (35 points)						
Component	Points Possible	Not Evident	Partially Evident	Mostly Evident	Clearly Evident	Points Earned
<b>Designated Staff Performance</b> <i>The Offeror includes information regarding satisfactory and unsatisfactory performance in delivering content-specific training. Evaluation forms and a timeline may be provided.</i>	5	Offeror's proposal has little to no evidence of a staff performance process.	Offeror's proposal has partially provided evidence of a staff performance process.	Offeror's proposal has provided the majority, but not the complete evidence of a staff performance process.	Offeror's proposal provided complete evidence of a staff performance process.	5/5
		<b>0-1 Point</b>	<b>2 Points</b>	<b>3-4 Points</b>	<b>5 Points</b>	
		Pts Earned ____	Pts Earned ____	Pts Earned ____	Pts Earned <u>5</u>	
		Comments:				

PART III Plan of Action: Deliverables (10 points)						
Component	Points Possible	Not Evident	Partially Evident	Mostly Evident	Clearly Evident	Points Earned
<b>Deliverable: Invoicing Plan</b> <i>Offeror describes its process for invoicing and includes the items listed below:</i> <ul style="list-style-type: none"> <li>✓ Date of the event</li> <li>○ Location of the event</li> <li>✓ Number of participants</li> </ul>	5	Offeror's proposal has little to no evidence of an invoicing plan.	Offeror's proposal has partially provided evidence of an invoicing plan but is missing significant required items.	Offeror's proposal has provided the majority, but not the complete evidence of an invoice plan	Offeror's proposal provided complete evidence of an invoicing plan and includes all the required components	

PART III Plan of Action: Deliverables (10 points)						
Component	Points Possible	Not Evident	Partially Evident	Mostly Evident	Clearly Evident	Points Earned
<ul style="list-style-type: none"><li>○ Facilitation cost to include which RESA led that event</li><li>○ Facility costs by facility</li><li>✓ Any additional costs such as printing, food, etc. should be specifically listed.</li><li>✓ A subtotal and a fiscal agent fee amount should be listed along with the total for the entire event.</li><li>○ Sign-in sheets and evaluations from the event.</li><li>○ Cost proposal with the proposed and final amounts listed.</li></ul>		<b>0-1 Point</b>  Pts Earned ____	<b>2 Points</b>  Pts Earned ____	<b>3-4 Points</b>  Pts Earned <u>3</u>	<b>5 Points</b>  Pts Earned ____	  <

PART III Plan of Action: Deliverables (10 points)						
Component	Points Possible	Not Evident	Partially Evident	Mostly Evident	Clearly Evident	Points Earned
<ul style="list-style-type: none"> <li>Which RESAs were involved in facilitating each event and fee paid</li> <li>Contractual costs for each event</li> <li>Fiscal Agent fee for each event</li> <li>Cost of facilities/supplies for each event</li> <li>Percentage of the total Facilitation fee each RESA received in that quarter/year</li> </ul>		0-1 Point Pts Earned ____	2 Points Pts Earned ____	3-4 Points Pts Earned <u>4</u>	5 Points Pts Earned ____	<u>4</u> /5
Comments:						

**PART IV: Administration/References (25 points)**

Component	Points Possible	Not Evident	Partially Evident	Mostly Evident	Clearly Evident	Points Earned
<b>Performance History</b> <i>Offeror provides at least three (3) references for contracts of similar scope. Offeror included the name of the organization, length of contract, brief summary of the work, and the name and telephone number of a responsible contact person.</i>	5	Offeror's proposal has little to no evidence of performance history.	Offeror's proposal has partially provided evidence of performance history.	Offeror's proposal has provided the majority, but not the complete evidence of performance history.	Offeror's proposal provided complete evidence of performance history.	5/5
		0-1 Point Pts Earned ____	2 Points Pts Earned ____	3-4 Points Pts Earned ____	5 Points Pts Earned <u>5</u>	

Comments:

<b>Personnel, Equipment, and Facilities</b> <i>Offeror provides evidence of personnel, equipment and facilities at the RESA location which can be used to provide timely services. This information may include resumes, bios, equipment lists, facility descriptions, etc.</i>	10	Offeror's proposal has little to no evidence of Personnel, Equipment, and Facilities.	Offeror's proposal has partially provided evidence of Personnel, Equipment, and Facilities.	Offeror's proposal has provided the majority, but not the complete evidence of Personnel, Equipment, and Facilities.	Offeror's proposal provided complete evidence of Personnel, Equipment, and Facilities.	8/10
		0-2 Point Pts Earned ____	3-5 Points Pts Earned ____	6-9 Points Pts Earned <u>8</u>	10 Points Pts Earned ____	

Comments:

PART IV: Administration/References (25 points)						
Component	Points Possible	Not Evident	Partially Evident	Mostly Evident	Clearly Evident	Points Earned
<b>Technical Expertise</b> <i>Offeror provides evidence of the ability to technically implement all services listed in this solicitation with qualified and experienced staff. This information may include resumes, bios, awards earned, etc.</i>	10	Offeror's proposal has little to no evidence of technical expertise.	Offeror's proposal has partially provided evidence a technical expertise.	Offeror's proposal has provided the majority, but not the complete evidence of technical expertise.	Offeror's proposal provided complete evidence of technical expertise.	10/10
	0-2 Point Pts Earned ____	3-5 Points Pts Earned ____	6-9 Points Pts Earned ____	10 Points Pts Earned ____		
<b>Comments:</b>						

# Notice of Intent to Award and Evaluation Committee Report



MISSISSIPPI  
DEPARTMENT OF  
EDUCATION

**OFFICE OF TEACHING AND LEADING**  
**Mississippi Department of Education**  
**NOTICE OF INTENT**

**NEW AWARD SUMMARY**

**Name of Solicitation:** Fiscal Agent for the Regional Education Services Agencies (RESA) Mega Contract

**Date Released:** February 25, 2025

**Submission Due Date:** March 28, 2025

**Offeror's Submitting Responses:** North Mississippi Education Consortium

**Awarded Vendor:** North Mississippi Education Consortium

**City and State:** University, Mississippi

**Scope of Project:**

The purpose of this award is for fiscal agent services for the Professional Development and Regional Services Delivery Model components of the Regional Education Services Agencies (RESA) Mega Contract.

The awarded vendor will provide the following implementation of services to include but not be limited to the following:

- The awarded vendor will serve as fiscal agent on behalf of the Mississippi Department of Education (MDE) to facilitate planned activities with the five (5) other Regional Education Service Agencies (RESAs).

**Scope of Contract:**

- Term of Contract: July 1, 2025 – June 30, 2026
- Amount to be Awarded: \$9,718,292.24
- Method of Award: Request for Proposals

**Funding Source:** State and Federal Funds

**Summary of Selection Process:**

A legislative exemption supported a discretionary competitive selection process to award the contract.

**Scoring Criteria:**

- A. Plan of Action
- B. Administration/References

This item references Goal 1,2,3,4, and 6 of the *Mississippi Board of Education Strategic Plan*.

Note: The contract/attachments are made available for public inspection. Please contact the [Office of Public Reporting](#) to request public records pertaining to the intent to award.

Offerors who responded to this RFP 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](mailto:ProcurementQnR@mdek12.org) and the Director of OPSCR, attention Amelia Gamble at [Amelia.Gamble@dfa.ms.gov](mailto:Amelia.Gamble@dfa.ms.gov) within three (3) business days after the issuance of this notice or no later than April 24, 2025. 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.

*Offerors are reminded that the Agency Procurement File is available on the Agency website at [MDE Bid Announcements – Procurement](#).*

## Evaluation Committee Report

MS Department of Education (MDE)  
Fiscal Agent for the Regional Education Service Agencies (RESA)  
Mega Contract

Request for Proposals

### EVALUATION COMMITTEE REPORT

The MDE received proposals from the following Offeror(s):

- North Mississippi Education Consortium, Inc. (NMEC)

The offeror's proposal was evaluated and received the following scores:

Offeror Name	Plan of Action	Administration/ References	Overall Score	Overall Rank
NMEC	323	117	440	1

The Agency intends to award contract(s) to: North MS Education Consortium, Inc.  
The intended awardee(s) was selected because: NMEC was evaluated according to the criteria stated in the solicitation to award and achieved the highest overall score.

#### Evaluation Committee Members and Advisors

Name	Job Title	Member or Advisor	State Employee or Non-State Employee*
Lakisha Kendrick	Account Team Lead	Member	State Employee
Deeda Paul	EC Professional Learning Specialist	Member	State Employee
Sonja Robertson	Deputy Director, Tier III	Member	State Employee
Vanessa Virgil-Ruffin	Director, Bureau of Fiscal Support for Special Education	Member	State Employee
Kerry Thomas	Director of Monitoring & Compliance, Migrant, & Homeless Ed. For Fed. Programs	Member	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 <https://www.mdek12.org/PN/RFP>

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*.