

# **REQUEST FOR APPLICATIONS**

## **The Agency Procurement File**

**Michael D. Kent**

**WRITTEN  
DETERMINATION  
OF NEED FOR  
CONTRACT  
WORKER**

**Applicable: ☒ YES ☐ NO**

May 5, 2025

Ms. Amelia Gamble, Director  
Office of Personal Service Contract Review  
501 North West Street, Suite 1301-C  
Jackson, MS 39201

Re: Written Determination (Section 7.1.1) - Michael D. Kent

Dear Ms. Gamble:

The Mississippi Department of Education (MDE) has determined that the Agency needs a contract worker to be responsible for services in support of the Office of School and District Transformation. Without these services, the Agency will lack management and oversight of mandatory assistance as outlined in legislation to support schools, communities, and educators with consolidation transitions, districts of transformation, and the Mississippi Achievement School District now divided into two separate districts of transformation. The contractor will be responsible for the following services:

- Working with new, upcoming, and recently consolidated school districts, including serving as a governmental affairs representative for the MDE with Mississippi school district consolidations;
- Serving as a liaison to interim superintendents in Districts of Transformation;
- Serving as a liaison to interim superintendent in the MS Achievement School District;
- Performing administrative duties as requested for the Office of Academic Education;
- Working with administrative and training aspects of the Superintendents Academy and the Principals Academy which focus on training and mentoring existing and potential future school district superintendents and principals in Mississippi; and
- Working on special assignments as requested by the State Superintendent of Education.

MDE respectfully requests approval of the attached contract.

Sincerely,

Monique Corley  
Procurement Director

**CONTRACT  
WORKER  
CONTRACT NOT  
EXCEEDING  
\$75,000.00**

*Agency standard operating procedure for procurement; documentation  
demonstrating compliance with SOP*

**Applicable: ☐ YES ☒ NO**



# STATE RETIREE CONTRACT WORKER

*Completed PERS Form 4B*

**Applicable: ☒ YES ☐ NO**



# Reemployment of PERS Service Retiree Certification/Acknowledgement

Form 4B – Revised 02/07/2023

Please print or type in black ink. A Form 4B, Reemployment of PERS Service Retiree Certification/Acknowledgement, should be submitted each fiscal year (July 1 – June 30) of reemployment. See Regulation 34, Reemployment after Retirement, for rules governing reemployment. Completed form should be mailed or faxed to PERS. See bottom of form for contact information.

## 1 Retiree Information

First Name: Michael MI: D Last Name: Kent  
Mailing Address: 154 Lake Mannsdale Drive City: Madison State: MS Zip: 39110  
Social Security No.: [REDACTED] 4 E-Mail: Michaelkent357@gmail.com  
Phone: (601) 927-9210 ☒ Cellular ☐ Home ☐ Work Phone: (601) 856-4564 ☐ Cellular ☒ Home ☐ Work  
Position/Agency from which Retired: Superintendent/Madison County School District Retirement Date mm/dd/ccyy: 09/30/2011

## 2 Annual Retiree Acknowledgement and Election – Please check one.

I hereby acknowledge that I have read, understand, and agree to comply with the provisions for reemployment as outlined in PERS Board Regulation 34, Reemployment after Retirement, which stipulates that I must be retired at least 90 days or I forfeit my retirement benefit. With that understanding, I make the following annual election in accordance with Miss. Code Ann. § 25-11-127 (1972, as amended):

A. ☒ I hereby elect to be employed by a covered employer for a period of time not to exceed one-half of the normal working days or hours for the full-time equivalent position during the state fiscal year indicated in Section 3, and I will receive no more than one-half of the salary in effect for the position at the time of employment. The full-time annual salary authorized for this position is \$ 160,000.00 and I will earn no more than \$ 104,000.00 during the state fiscal year indicated in Section 3.

B. ☐ I hereby elect to earn an annual salary that will not exceed 25 percent of the final average compensation used in calculating my service retirement allowance. My final average compensation at retirement was \$ \_\_\_\_\_ and I will earn no more than \$ \_\_\_\_\_ from all PERS-covered employers during the state fiscal year indicated below.

Retiree's Signature: Michael D. Kent Date mm/dd/ccyy: 5-1-25

## 3 Employer Certification – This section should be completed by an authorized employer representative, not the retiree.

I hereby certify that the above-named individual, who is a service retiree receiving benefits from PERS, is employed in the below-named position in accordance with the reemployment provisions as authorized in Miss Code Ann. § 25-11-127 (1972 as amended) and in accordance with the provisions of PERS Regulation 34, Reemployment after Retirement. I understand that wages earned and paid to the above-named individual during this period of employment will be reported in accordance with reporting requirements prescribed by PERS and the applicable employer contributions on the wages actually paid must be submitted. I further understand that any person who makes a false statement or shall falsify or permit to be falsified any record of a retirement plan administered by PERS in an attempt to defraud the plan may be subject to criminal prosecution, and with that understanding, I certify that the election above provides the facts upon which the employment is being made, and the information below is true and correct.

Retiree's Position /Job Title: Deputy State Superintendent Fiscal Year of Reemployment (July 1 - June 30): FY26

Retiree Employed through Third Party: ☒ No ☐ Yes Name of Third Party: \_\_\_\_\_

Employer Name: MS Department of Education Employer No.: 10 20

Employer Representative's Name: John Ferrell Employer Representative's Title: Chief, S&D Transformation

Employer Representative's Phone: (601) 359-3197 Fax: (601) 359-3242 E-Mail: jferrell@mdek12.org

Employer Representative's Signature: [Signature] Date mm/dd/ccyy: 5/7/25

MAGIC Contract #	
WIN #	

## **A. INTRODUCTION**

The contract between the Mississippi Department of Education (hereinafter referred to as the “MDE”) and Michael D. Kent (hereinafter referred to as the “Contractor or Michael D. Kent”) is for the purpose of working with district consolidations, performing administrative duties for the Office of School and District Transportation, working with districts of transformation, serving as a hearing officer for MDE, and special assignments for the Office of School and District Transformation and the State Superintendent. The term of the contract is **July 1, 2025 through June 30, 2026**.

The MDE will pay Contractor an amount not to exceed **\$156,092.00** for FY26.

Renewal of contract for five (5) optional years will be determined annually and shall be contingent upon successful completion of the services in the preceding year's contract, a performance evaluation, and availability of funds.

## **B. STATEMENT OF WORK**

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

Attachment 1: The MS Department of Education's Request for Application for Contract Worker for School and District Transformation

Attachment 2: The Application submitted by Michael D. Kent in response to the aforementioned RFA

## **C. PRIORITY**

The contract consists of the original agreement, the MS Department of Education's Request for Applications for Name of Solicitation (hereinafter referred to as “RFA” and/or “Attachment 1”), and the response Application by Name of Vendor (hereinafter referred to as “Application” and/or “Attachment 2”). Any ambiguities, conflicts or questions of interpretations of this contract shall be resolved by first by reference to this agreement and its' modifications in order of effective date and, if still unresolved, by reference to RFA and, if still unresolved, by reference to the Application. Omission of any term or obligation from this agreement, modifications, or incorporated attachments shall not be deemed an omission from this contract if such term or obligation is provided for elsewhere in this contract.

## **D. PERFORMANCE BY CONTRACTOR**

Contractor hereby agrees to perform the Specified Services herein described in a proper, workmanlike, and dignified manner; warrants that he/she is able to and will perform such Specified Services in a manner acceptable to the MDE; and agrees to make all additions, deletions and/or changes that may be required by the MDE, as a condition precedent to the acceptance of such Specified Services by the MDE.

Contractor hereby understands and agrees that while providing services under this agreement he/she is a representative of the MDE and therefore will always act professionally.

## **E. 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.

## **F. ETHICS**

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

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

## **G. STANDARD TERMS AND CONDITIONS**

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

### **1. ACCESS TO RECORDS**

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

### **2. ACKNOWLEDGMENT OF AMENDMENTS**

[Bidders, Offerors, Applicants] shall acknowledge receipt of any amendment to the [IFB, RFP, RFQ, RFA] in writing. The acknowledgement shall be signed and submitted as an attachment to the proposal. Each [bidder, Offeror, applicant] shall submit a written acknowledgement of every amendment to the MDE on or before the submission deadline.

### **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 Mississippi Department of Finance and Administration Office of Personal Service Contract Review (“OPSCR”) and this contract is not approved by the PPRB and/or OPSCR, it is void and no payment shall be made hereunder.

## **6. ASSIGNMENT**

Contractor shall not assign or subcontract in whole or in part, its rights or obligations under this agreement without prior written consent of the MDE. Any attempted assignment without said consent shall be void and of no effect.

## **7. AUTHORITY TO CONTRACT**

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

## **8. AUTHORITY OF SIGNATORY**

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

## **9. AVAILABILITY OF FUNDS**

It is expressly understood and agreed that the obligation of the MDE to proceed under this agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of appropriated funds. If the funds anticipated for the continuing time fulfillment of the agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the MDE, the MDE shall have the right upon ten (10) working days written notice to Contractor, to terminate this agreement without damage, penalty, cost or expenses 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 represents that it has never 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 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. 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. 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.

#### **13. COMPLIANCE WITH LAWS**

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

#### **14. CONFIDENTIALITY**

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

#### **15. CONTRACT WORKER**

Based upon the Internal Revenue Code, Contractor has been classified as a contract worker. Contractor shall perform all services as a contract worker and shall discharge all of its liabilities as such. No act performed or representation made, whether oral or written, by Contractor with respect to third parties shall be binding on the MDE.

#### **16. COPYRIGHTS**

Contractor agrees that all new materials or processes developed, all inventions, new instructional

concepts, techniques, scripts and/or work products created, devised, or produced under, or in the performance of, this Contract shall be and are the exclusive property of the MDE, in perpetuity.

Any liability resulting from the wrongful disclosure or use of the exclusive property of the MDE on the part of the Contractor shall rest with the Contractor.

## **17. 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 agreement, 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 agreement, 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 paragraphs two (2) and (3) of this certification; and,

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

## **18. 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.*

## **19. E-PAYMENT**

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

## **20. 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 State due to Contract cancellation or loss of license or permit to do business in the state.

## **20. 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.

## **21. HEALTH INSURANCE MARKETPLACE**

Contractor is not eligible for health insurance coverage through the state of Mississippi. Contractor may be able to obtain health coverage for self and family through the Health Insurance Marketplace. The Marketplace offers “one-stop shopping” to find and compare private health insurance options. Contractor may be eligible for a new kind of tax credit that lowers monthly premiums and for assistance with out-of-pocket costs. Contractor may contact <https://www.healthcare.gov/> for more information, including an online application for health insurance coverage and contact information for a Health Insurance Marketplace in the area.

## **22. 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.

## **23. 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.

## **24. 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.

## **25. PERFORMANCE OF CONTRACT BY CONTRACTOR**

Contractor hereby agrees to perform the Specified Services herein described in Paragraph 1 above in a proper, workmanlike, and dignified manner; warrants that he/she is able to and will perform such Specified Services in a manner acceptable to the MDE; and agrees to make all additions, deletions and/or changes that may be required by the MDE, as a condition precedent to the acceptance of such Specified Services by the MDE.

## **26. PERSONNEL**

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.

## **27. 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.

## **28. 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.

## **29. RELEASE FROM LIABILITY**

Contractor hereby expressly releases the MDE, its assigns, agents, licensees, affiliates, clients and principals, representatives, heirs and successors from any liability from any and all privacy, defamation of other claims, demands, injuries, damages and losses of whatsoever nature and character alleged to be caused by or arising out of, directly or indirectly, the matters, acts,

circumstances and participation covered by this Contract.

### **30. REPRESENTATION REGARDING CONTINGENT FEES**

Contractor 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 Contractor's bid, application, or qualification packet.

### **31. 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.

### **32. 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 contractor acknowledges and agrees that the MDE and this contract are subject to the Mississippi Public Records Act of 1983 codified at Mississippi Code Annotated §§ 25-61-1, et seq. and its exceptions, Mississippi Code Annotated § 79-23-1, and the *Mississippi Accountability and Transparency Act of 2008*, codified at Mississippi Code Annotated §§ 27-104-151, et seq.

### **33. 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.

### **34. RIGHTS TO MATERIALS**

Contractor retains the right to materials used in the performance of the Contract, which was developed by Contractor with non-MDE funds. The MDE is granted non-exclusive license to copy the materials for use within the State of Mississippi.

### **35. 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.

### **36. 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.

### **37. 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.

### **38. 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.

### **39. 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.

### **40. 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.

## **H. COMPENSATION AND FINANCIAL REPORTS**

As full consideration for the Specified Services to be performed under this Contract, and for all rights, properties, and privileges vested in the MDE by the terms of this Contract, including the release of the State Board of Education, MDE, its employees, its assigns, agents, licensees, affiliates, clients and principals, representatives, heirs and successors, from any liability for any releases granted by the terms of this Contract in perpetuity, the MDE agrees to pay CONTRACTOR using the following breakdown:

**Personal Services:** An Amount Not to Exceed \$ 104,000.00 (\$ 100.00 /hr. x 1,040 hrs.), payable on a biweekly delayed payment schedule after completion of services and submission of invoice.

**Travel:** Actual Amounts May Not Exceed \$ 25,000.00 (May include airfare, lodging, meals, etc. as approved by the MDE), reimbursed in accordance with the attached travel policy upon receipt of travel voucher after completion of specified services.

**FICA:** In addition to the above personal services costs, an amount not to exceed \$ 7,956.00 (7.65% of the personal services costs) has been added to the total costs of the contract to cover the MDE's matching contribution for Social Security and Medicare (FICA).

**Retirement:** In addition to the above personal services costs, an amount not to exceed \$ 19,136.00 (18.40% of the personal services costs) in accordance with the regulations of the Public Employees' Retirement System (PERS) Board has been added to the total costs of the contract to cover the MDE's contribution to PERS for the amount of compensation received by CONTRACTOR.

## **I. BUDGET NARRATIVE**

The Mississippi Department of Education will pay Michael D. Kent an amount not to exceed \$156,092.00 for the purpose of working with district consolidations, performing administrative duties for the Office of School and District Transportation, working with districts of transformation, serving as a hearing officer for MDE, and special assignments for the Office of School and District Transformation and the State Superintendent from July 1, 2025 through June 30, 2026.

Travel will be reimbursed according to the MDE travel policy. In addition, travel time that equals or exceeds two (2) hours (round trip) will be compensated as follows:

**\* Two (2) to four (4) hours round trip of travel time as determined by the MDE will be compensated at one (1) hour of the hourly rate of pay.**

**\* Travel time in excess of four (4) hours round trip as determined by the MDE will be compensated at two (2) hours of the hourly rate of pay.**

## **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.

# REQUEST FOR APPLICATIONS

*Full solicitation issued by Agency*

**Applicable: ☒ YES ☐ NO**

## **REQUEST FOR APPLICATION**



**MISSISSIPPI  
DEPARTMENT OF  
EDUCATION**

**Contract Worker for School and District Transformation**

**RFx # 3150006222**

**Submission Deadline Date: 4/21/2025**



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## **SECTION 1. INTRODUCTION AND OVERVIEW**

### **1.1 Purpose and Goals**

The Mississippi Department of Education (MDE) Office of School and District Transformation issues this Request for Applications to solicit offers from qualified, experienced, and responsible sound Applicants to provide District Consolidation services and District Transformation services. Proposing Applicants must have the proven ability to perform all core services requested in this solicitation. A more detailed listing of services is contained in the **Scope of Services (2.1)**.

The responsibilities of the contract worker include, but are not limited to, working with school district consolidations as required by the Legislature, working with schools in Districts of Transformation, adhering to duties assigned by the Office of School and District Transformation and the State Superintendent of Education. The Legislature states in the laws passed which districts will be consolidated, the timeline for consolidation, and how the districts are to be consolidated, including commissions to review and report back to the Legislature or simply consolidation of the selected districts with the MDE being in charge of the requested procedure. The contract worker will serve as a hearing office for MDE as requested.

All contract awards are at the discretion of the State Board of Education (SBE). The contract will be awarded for a project period of one year. up to 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 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, Suite 701E, Jackson, Mississippi 39201 for inspection or visit [PPRB/OPSCR Rules and Regulations](#). The contract Standard Terms and Conditions has been included as Appendix A for your review and acceptance. If the Applicant objects to any of the Standard Terms and Conditions, the objection may be considered as an adequate cause for rejection without further negotiations.

A copy of this solicitation, including all appendices and any subsequent amendments, including the Question-and-Answer amendment, if issued, will be posted on the MDE [website](#) under "Public Notice" Request for Applications, Qualifications, and Proposals section. It is the sole responsibility of all interested Applicants to monitor the website for updates regarding this procurement.

## **SECTION 2. SCOPE OF SERVICES**

This section contains information on services and requirements the Applicant must provide. The descriptions are not all-inclusive but are provided to inform you of services or requirements that may require additional planning or programming on your part. A detailed application packet is required to respond to this solicitation to describe the qualifications of the successful Applicant.

The Applicant is expected to provide the following services:

### **2.1 Scope of Services**

The Mississippi Department of Education is seeking applications for a contract worker to perform the following services:

The duties include but are not limited to:

- Will work with new, upcoming, and recently consolidated school districts;
- Will work as a governmental affairs representative for the Mississippi Department of Education with Mississippi school district consolidations;



- Will be responsible for performing administrative duties as requested for the Office of School and District Transformation;
- Will assist Office of Districts of Transformation in transitioning a district going into and out of conservatorship;
- Will assist Office of Districts of Transformation in school district improvement efforts;
- Will serve as a hearing officer for MDE as needed; and
- Will work on special assignments as requested for the Office of School and District Transformation and the State Superintendent of Education.

## **2.2 Contractor Prerequisites**

- Shall have served as a successful Superintendent in a high performing school district, as evidenced by high academic achievement, proficiency and growth, as well as maintenance of accreditation and financial stability with a least five (5) years of administrative experience in the education field; and
- Available to travel.

The specific responsibilities of the MDE are as stated below:

- Provide a contact person for the Contract Worker;
- Review and approve invoices for the Chief, School and District Transformation to sign;
- Provide available information and/or requested information to assist the Contract Worker;
- Complete the Travel Authorization for any travel and get approval by the Chief, School and District Transformation Officer;
- Make phone calls and set up meetings as requested by the Contract Worker;
- Provide Calendar of Events;
- Provide MDE Travel Policy;
- Provide Contract Worker Timesheet, and the Consultant Services Travel Voucher; and
- Provide Contract Worker's Pay Schedule.

## **SECTION 3. COMPENSATION**

### **3.1 Hourly Rate**

**The position will pay \$100.00 per hour for up to 1,040 hours per year, inclusive of travel \$25,000.00, for the time period July 1, 2025 – June 30, 2026.** Renewal options for this contract will be contingent upon available funding, a need for services, and a performance evaluation of the proceeding year's contract.

The MDE will withhold federal and state taxes, FICA and Medicare. The MDE will pay the required employer contribution for FICA, Medicare and PERS, if applicable. Travel will be reimbursed according to the MDE travel policy. In addition, travel time that equals or exceeds two (2) hours (round trip) will be compensated as follows:

- \* **Two (2) to four (4) hours round trip of travel time as determined by the MDE will be compensated at one (1) hour of the hourly rate of pay.**
- \* **Travel time in excess of four (4) hours round trip as determined by the MDE will be compensated at two (2) hours of the hourly rate of pay.**



Applicants shall acknowledge all funds and awards are subject to appropriations by the state/federal government and the MDE will not be liable for compensation of any award terminated prior to services beginning.

### **3.2 Mississippi PERS Retirees**

Mississippi state retirees are required to complete a PERS Form 4B as mandatory by Mississippi Code Annotated § 25-11-127. Upon notifying applicant of an award, the MDE will submit a copy of the completed PERS Form 4B to the PERS office for processing.

## **SECTION 4. REFERENCES**

The Program Office staff and the Office of Procurement must be able to contact two (2) references, if required, within five (5) business days to ensure the Applicant is responsible. (See Appendix B)

1. List up to a minimum of three (3) references must specify:
  - a. Client name, include contact person, title (director or administrator etc.), location address, e-mail address, and phone number;
  - b. Type of relationship (e.g., professional, friend, employee).

## **SECTION 5. MINIMUM QUALIFICATIONS**

The following minimum qualifications are mandatory. If, in the opinion of the MDE, the Applicant fails to meet any of these minimum qualifications, the application will be disqualified from further evaluation. It is the responsibility of the Applicant to submit a complete application on or before the submission deadline.

List minimum qualifications required to be eligible for an evaluation.

### **Experience/Years**

#### **Superintendent Experience**

The selected individual for this position must have served as a Superintendent for four years in a high performing district (earning marks in the top two ranges of the statewide accountability rating system).

#### **General Experience**

The selected individual for this position must have successful related experience as described above at the central office level and experience in working with diversified stakeholder groups to implement large scale projects and initiatives.

#### **Education/Years**

The selected individual for this position must have a master's degree or higher.

#### **License/Certification**

The selected individual for this position must have a current Mississippi administrative license.

### **5.1 Questions and Answers**

Questions must be submitted to [dhammons@mdek12.org](mailto:dhammons@mdek12.org) and must be received no later than **Monday, April 7, 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://www.mdek12.org/PN/RFP> under "Public Notice" Request for Applications, Qualifications, and Applications section as an amendment to the solicitation on **Thursday, April 10, 2025**. Questions received after **the deadline** will not be considered for a response. It is the Applicant's sole responsibility to regularly monitor the website for amendments and/or announcements concerning this solicitation.



## 5.2 Acknowledgment of Amendments

The MDE reserves the right to amend this solicitation at any time. Should an amendment to the solicitation be issued, it will be posted to the MDE website at <https://mdek12.org/procurement/rfp/> under 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.

## 5.3 Cost of Application Preparation

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

## 5.4 Right to Reject, Cancel and/or Issue Another Solicitation

The MDE specifically reserves the right to reject any or all applications received in response to the solicitation, cancel the solicitation in its entirety, or issue another solicitation.

## 5.5 Debarment

By submitting an application, the Applicant certifies that it is not currently debarred from submitting applications 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

applications for contracts issued by any political subdivision or agency of the State of Mississippi.

## 5.6 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 6. PROCUREMENT OF CONTRACTS

## 6.1 Restrictions on Communications with the MDE Staff

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

## 6.2 Submission Requirements

For applications that are **shipped/mailed**, the application shall be submitted in one (1) original bound binder using the Required Format in the section below. For applications that are submitted via **MAGIC**, the application shall be electronically submitted using the Required Format in the specified section below. **The complete application including all attachments shall be submitted in a searchable Microsoft Office® format, preferably in Word® or Portable Document Format (PDF) only.**

**Each page of the application 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 application. The intent of this requirement is for the Applicant to submit all information in a manner that it is clearly referenced and easy to locate.

The Applicant shall provide the following:

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

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

**1. COMPONENT 1 – Application (Signed)**

- a. **Tab 1 – Application** shall provide clear and concise information to encompass the minimum qualifications. Any required information that is omitted and not addressed in the minimum qualifications section will disqualify submission and will not be considered for an award.

**2. COMPONENT 2 - Resume**

- a. **Tab 2 – Resume** must include qualifications and experiences to align and address the scope of work. Any required information that is omitted and not addressed to support the scope of work will disqualify submission and will not be considered for an award.
- b. **Tab 3 – References** must meet the requirements as set forth in the References section. (See Section 4)

**3. COMPONENT 3 – License/Certification** Review scope and requirements above

- a. **Tab 4 - License/Certification** must meet the requirements as set forth in the minimum qualifications.
- b.

**4. COMPONENT 4 - Other**

- a. **Tab 5 - Signed Acknowledgement of Amendment/ Contingent Fee Forms**

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

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 Applicant.

If you have additional information you would like to provide, include it as Component 4 of your application. (See Component 4(a)) Failure to provide all requested information and in the required format may result in disqualification of the Application. All requested information is considered important. The MDE has no obligation to locate or acknowledge any information in the application that is not presented under the appropriate outline and in the proper location according to the instructions herein.

### **6.3 Application Submission Period**

A signed application packet shall be submitted electronically via the [Mississippi Accountability Governmental Information Collaboration System \(MAGIC\)](#) no later than Monday, April 21, 2025, by 2:00 PM Central Standard Time (CST). Applications shall be submitted in the Mississippi Accountability Governmental Information Collaboration System (MAGIC). Please visit and register at DFA: Mississippi Suppliers (Vendors) (ms.gov). If assistance is required, contact MASH help desk at 601-359-1343 at least **72 hours** in advance of the due date for submission. Applications received after the time designated in the solicitation shall be considered late and shall not be considered for award.



OR

Shipping instructions are provided below:

An original signed application packet with four (4) copies shall be shipped/mailed and received in a sealed envelope at the MDE no later than Monday, April 21, 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 application and shall not be considered for an award.*

**Ship To:**

**MONIQUE CORLEY  
Office of Procurement  
The Mississippi Department of Education  
Contract Worker for School and District Transformation  
RFx # 3150006222  
359 North West Street  
Jackson, Mississippi 39201**

Timely submission of the application package is the sole responsibility of the Applicant. It is suggested that if the application 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 application 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 application 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 application wrapper or other documentary evidence of receipt used by the mailroom.

**Packages that are delivered in person by the applicant 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 Applicant. All Applicants are urged to take the possibility of delay into account when submitting an application and submit electronically via MAGIC. The Applicant shall be notified as soon as practicable if their application was rejected and the reason for such rejection.

**6.4 Important Tentative Dates**

<b>Wednesday, March 19, 2025</b>	Request for Applications release date
<b>Wednesday, March 26, 2025</b>	Advertisement
<b>Monday, April 7, 2025</b>	Deadline to submit questions and request for clarification
<b>Thursday, April 10, 2025</b>	Responses to questions and request for clarification posted
<b>Monday, April 21, 2025</b>	Application submission deadline by 2:00 PM CST
<b>Tuesday, May 6, 2025</b>	Anticipated Date of the Notice of Contract Award published
<b>Thursday, May 15, 2025</b>	State Board of Education (SBE) Meeting
<b>Monday, June 16, 2025</b>	Public Procurement Review Board (PPRB) Meeting
<b>Tuesday, July 1, 2025</b>	Contract effective date

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



## **6.5 Acceptance of Applications**

After receipt of the applications, the MDE reserves the right to award the contract based on the terms, conditions, premises of the solicitation, and the application of the selected individual without negotiation.

All properly submitted applications shall be accepted by the MDE. After the compliance review or evaluating of applications, the MDE may request necessary amendments from all Applicants, reject any or all applications 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 applications 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 application 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 Applicant from full compliance with the solicitation specifications and other contract requirements should the Applicant be awarded the contract.

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

## **6.6 Disposition of Application**

The application submitted by the successful Applicant shall be incorporated into and become part of the resulting contract. All applications 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 application and this right shall not affect the solicitation or rejection of the application.

## **6.7 Modification or Withdrawal of an Application**

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

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

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

## **6.8 Rejection of Applications**

An application 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 an application that is not complete and/or unsigned is subject to rejection as non-responsive. The MDE reserves the right to permit the Applicant to withdraw nonconforming terms and conditions from its application response prior to a determination by the MDE of non-responsiveness based on the submission of nonconforming terms and conditions. Additional reasons for rejecting an application include:

1. The application contains unauthorized amendments to the requirements of the solicitation;
2. The application is conditional;
3. The application is incomplete or contains irregularities, which make the application indefinite or ambiguous;
4. The application did not follow submission requirements;
5. The application does not have an original or electronic authentication signature by the applicant;
6. The application contains false or misleading statements or references;



7. The Applicant is determined to be non-responsive;
8. The services offered in the application 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 application is received late. Late applications shall be maintained unopen in the procurement file;
10. The Applicant or representative emails the application response packet to an MDE staff;
11. The Applicant has been implicated in fraud and/or been debarred within the past seven (7) years;
12. The Applicant did not perform prior MDE services in an honorable and/or proper like manner;
13. The Applicant currently indebted to the State;
14. Objection with the Standard Terms and Conditions; or
15. In person delivery of application.

## 6.9 Corrections and Clarifications

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

## 6.10 Application Evaluation

All applications received in response to this solicitation by the stated deadline will receive a comprehensive, fair, and impartial evaluation. An evaluation committee will evaluate the applications using a two or three-phase process, consisting of Compliance, and Analysis, and Finalist phases. A **100-point scoring scale** will be used in the evaluation process for applications determined to be in compliance and responsive to the solicitation. For applications ultimately determined to be finalists, applicants must meet a minimum score of 90 and the additional points will be added based on interviews. The evaluation of any application 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 application and/or Applicant fails to meet any of the mandatory requirements as stated in this solicitation, the application 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 Board receives reliable information that would make contracting with the Applicant impractical or otherwise not in the best interests of the Board 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 applications 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. Application received by submission deadline;
2. Required application submission format followed;
3. Minimum Qualifications met;
4. Application signed;
5. Resume;
6. References;
7. All Required Signed Forms (if applicable).

Failure to comply with these requirements shall result in the application being eliminated from further consideration. Applicants 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 applications to determine numerical scores for each qualified Applicant. Numerical scores will be calculated based on the following criteria. Evaluation factors are listed below in order of their relative importance and weight:

1. **Application** (Weight/Value – 30) - shall provide information to encompass the qualifications.



- 2. Resume and References** (Weight/Value – 40) – must provide clear and concise information to include work experience that aligns and addresses the required scope of work.
- 3. Certifications/License** (Weight/Value – 30) – Any additional relevant information.

Upon completion of the Analysis Phase, the evaluation committee will review, score, and validate rubrics for the committee's average score to determine if a finalist will move to the Finalist Phase. If interviews are **not** included within this solicitation, the finalist with the highest-ranking score(s) will be the Awarded Applicant(s) after the Analysis Phase.

Upon completion of the evaluation of applications, the evaluation committee's average score will determine the top scoring application(s) and the Program Office will make a recommendation to the SBE as to the application deemed most advantageous to the State and to authorize the issuance of an Intent to Award contract notification to the selected Applicant or Applicants. Subsequent to authorization by the Board, all participating Applicants will be notified in writing of the contract award.

#### **6.11 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.

#### **6.12 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 Page



## **Appendix A – Standard Terms and Conditions**

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

### **1. ACCESS TO RECORDS**

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

### **2. ANTI-ASSIGNMENT/SUBCONTRACTING**

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

### **3. APPLICABLE LAW**

The contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of law provisions, and any litigation with respect thereto shall be brought in the courts of the State. Contractor shall comply with applicable federal, state, and local laws and regulations.

### **4. 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 PPRB and/or OPSCR, it is void and no payment shall be made hereunder.

### **5. ATTORNEY'S FEES AND EXPENSES**

Subject to other terms and conditions of this agreement, in the event Contractor defaults in any obligations under this agreement, Contractor shall pay to the State all costs and expenses (including, without limitation, investigative fees, court costs, and attorney's fees) incurred by the State in enforcing this agreement or otherwise reasonably related thereto. Contractor agrees that under no circumstances shall the customer be obligated to pay any attorney's fees or costs of legal action to Contractor.

### **6. AUTHORITY TO CONTRACT**

Contractor warrants (a) that it is a validly organized business with valid authority to enter into this agreement; (b) that it is qualified to do business and in good standing in the State of Mississippi; (c) 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 (d) 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.

### **7. 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 the



appropriated funds. If the funds anticipated for the continuing time fulfillment of the agreement are, at any time, not forthcoming or insufficient, regardless of the source of funding, the MDE shall have the right upon 10 business days written notice to Contractor, to terminate this agreement without damage, penalty, cost or expense to the MDE of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

#### **8. BACKGROUND CHECKS**

Contractor represents that it has never 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 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. Any disqualifying information received from the criminal background check will render this agreement null and void.

#### **9. 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.

#### **10. 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.

#### **11. 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.

#### **12. CONFIDENTIALITY**

Notwithstanding any provision to the contrary contained herein, it is recognized that MDE is a public agency of the State of Mississippi and is subject to the Mississippi Public Records Act. Mississippi Code Annotated 25-61-1 *et seq.* If a public records request is made for any information provided to MDE pursuant to this agreement and designated by the Contractor in writing as trade secrets or other proprietary confidential information, the MDE shall follow the provisions of Mississippi Code Annotated 25-61-9 and 79-23-1 before disclosing such information. The MDE shall not be liable to the Contractor for disclosure of information required by court order or required by law.

#### **13. COPYRIGHTS**

Contractor agrees that all new materials or processes developed, all inventions, new instructional concepts, techniques, scripts and/or work products created, devised, or produced under, or in the performance of, this Contract shall be and are the exclusive property of the MDE, in perpetuity.

Any liability resulting from the wrongful disclosure or use of the exclusive property of the MDE on the part of the Contractor shall rest with the Contractor.

#### **14. 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.

#### **15. DISCLOSURE OF CONFIDENTIAL INFORMATION**

In the event that either party to this agreement receives notice that a third-party requests divulgence of confidential or otherwise protected information and/or has served upon it a subpoena or other validly issued administrative or judicial process ordering divulgence of confidential or otherwise protected information that party shall promptly inform the other party and thereafter respond in conformity with such subpoena 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 Mississippi Code Annotated 25-61-1 *et seq.*

#### **16. E-PAYMENT**

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

#### **17. 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 Annotated §§ 71-11-1 and 71-11-3. Contractor agrees to provide a copy of each verification upon request of the [Agency] 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 clause may subject Contractor to the following:

- 1) termination of this contract and exclusion pursuant to Chapter 15 of the Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations;
- 2) the loss of any license, permit, certification or other document granted to Contractor by an agency, department, or governmental entity for the right to do business in Mississippi; or
- 3) both. In the event of such termination, Contractor would also be liable for any additional costs incurred by the Agency due to Contract cancellation or loss of license or permit to do business in the state.

#### **18. 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.

#### **19. HEALTH INSURANCE MARKETPLACE**

Contractor is not eligible for health insurance coverage through the state of Mississippi. Contractor may be able to obtain health coverage for self and family through the Health Insurance Marketplace. The Marketplace offers "one-stop shopping" to find and compare private health insurance options. Contractor may be eligible for a new



kind of tax credit that lowers monthly premiums and for assistance with out-of-pocket costs. Contractor may contact <https://www.healthcare.gov/> for more information, including an online application for health insurance coverage and contact information for a Health Insurance Marketplace in the area.

## **20. 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 applicant. If insufficient information is submitted by an applicant 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 applicant. (Information requested may include, for example, a copy of business or professional licenses, or a work schedule.)

## **21. MODIFICATION OR RENEGOTIATION**

This agreement may be modified, altered or changed only by written agreement signed by the parties hereto. The parties agree to renegotiate the agreement if federal and/or state revisions of any applicable laws or regulations make changes in this agreement necessary.

## **22. ORAL STATEMENTS**

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specification stated in this contract.

## **23. PERFORMANCE OF CONTRACT BY CONTRACTOR**

Contractor hereby agrees to perform the Specified Services herein described in Paragraph 1 above in a proper, workmanlike, and dignified manner; warrants that he/she is able to and will perform such Specified Services in a manner acceptable to the MDE; and agrees to make all additions, deletions and/or changes that may be required by the MDE, as a condition precedent to the acceptance of such Specified Services by the MDE.

## **24. PERSONNEL**

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.

## **25. 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. by agreement on a fixed price adjustment before commencement of the Additional performance;
  - b. by unit prices specified in the contract;
  - c. 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,
  - d. by the price escalation clause.
- (2) **Submission of Cost or Pricing Data.** Contractor shall provide cost or pricing data for any price adjustments subject to the provisions of Section 3-401 (Cost or Pricing Data) of the *Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations*.

## **26. 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 at 501



North West Street, Suite 701E, Jackson, Mississippi 39201 for inspection, or downloadable at <http://www.DFA.ms.gov>. Any bidder 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.

### **27. PROPERTY RIGHTS**

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

### **28. 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.

### **29. REPRESENTATION REGARDING CONTINGENT FEES**

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

### **30. 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.

### **31. 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.

### **32. 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.

### **33. RIGHTS TO MATERIALS**

Contractor retains the right to materials used in the performance of the Contract, which was developed by Contractor with non-MDE funds. The MDE is granted non-exclusive license to copy the materials for use within the State of Mississippi.



### **34. 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 even, 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.

### **35. 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.

### **36. 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.

### **37. TERMINATION FOR CONVENIENCE**

- (1) **Termination.** 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.
- (2) **Contractor's Obligations.** 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.

### **38. TERMINATION FOR DEFAULT**

**Termination.** 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.

### **39. 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.

### **40. 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.



#### **41. 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 contractor acknowledges and agrees that the MDE and this contract are subject to the Mississippi Public Records Act of 1983 codified at Mississippi Code Annotated §§ 25-61-1, et seq. and its exceptions, Mississippi Code Annotated § 79-23-1, and the Mississippi Accountability and Transparency Act of 2008, codified at Mississippi Code Annotated §§ 27-104-151, et seq.

End of this page



## **Appendix B - REFERENCE SCORE SHEET**

*To be completed by MDE staff, if required.*

**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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Program Director:

Signature

Title

Date

## **Appendix D – ACKNOWLEDGEMENT OF AMENDMENTS**

The Question-and-Answer amendment shall be signed, if issued. The Question-and-Answer amendment will be posted on the MDE [website](#) under “Public Notice” Request for Applications, Qualifications, and Proposals section. It is the sole responsibility of all interested vendors to monitor the MDE website for updates regarding any amendments to the solicitations.

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



### **Appendix C – CONTINGENT FEE**

The prospective contractor represents as a part of such application that such contractor **has ( ) or has not ( )** retained any person or agency to solicit or secure a state contract upon an agreement or understanding on a percentage, commission, or other contingent arrangement to secure this contract.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

***Note: Provide signature and check the applicable word or words required.***



## Appendix E – AGENCY CONTRACTS

The prospective contractor represents as a part of this Contract Worker for School and District Transformation that contractor **does** ( ) or **does not** ( ) have a current contract 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 applicant's packet and the applicant 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	

## **Mississippi Accountability and Governmental Information Collaboration (MAGIC) Submission of RFA Instructions**

DFA: Mississippi Suppliers (Vendors) (ms.gov)

Applications shall be submitted in the Mississippi Accountability Governmental Information Collaboration System (MAGIC). Please visit and register at DFA: Mississippi Suppliers (Vendors) (ms.gov). If assistance is required, contact MASH help desk at 601-359-1343 or email mash at [mash@dfa.ms.gov](mailto:mash@dfa.ms.gov) at least 72 hours in advance of the due date for submission. Applications received after the time designated in the solicitation shall be considered late and shall not be considered for award.

# PUBLIC NOTICE

*Proof of publication in the newspaper and/or third party recruiting website, procurement portal, website, and direct solicitation of 3 applicants or memorandum that it was not reasonably possible to do so*

**Applicable: ☒ YES ☐ NO**





Mississippi

GANNETT

PO Box 632030 Cincinnati, OH 45263-2030

## **AFFIDAVIT OF PUBLICATION**

Monique Corley  
Accounts Payable  
Ms Department Of Education  
Po Box 771  
Jackson MS 39205-0771

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he/she is a Legal Advertising Representative of The Clarion-Ledger, a newspaper as defined and prescribed in Sections 13-3-31 and 13-3-32, of the Mississippi Code of 1972, as amended, who, being duly sworn, states that the notice, a true copy of which is hereto attached, to be issues of said newspapers editions date as follows:

03/19/2025, 03/26/2025

That said newspaper was regularly issued and circulated on those dates and that the fees charged are legal.

Sworn to and subscribed before on 03/26/2025

Legal Clerk

Notary, State of WI, County of Brown

My commission expires

Publication Cost: \$93.42

Tax Amount: \$0.00

Payment Cost: \$93.42

Order No: 11132992

Customer No: 1010899

PO #:

# of Copies:

1

**THIS IS NOT AN INVOICE!**

*Please do not use this form for payment remittance.*

The Mississippi Department of Education (MDE) is soliciting for applications for the purpose of hiring a contract worker for the Office of School and District Transformation to provide district consolidation and district transformation services. For inquiries, please contact Daria Hammons at 601-359-3197.

The position will pay an hourly rate of \$100.00 up to 1,640 hours per fiscal year and services are performed at the MDE. To qualify, the applicant must have Superintendent experience for four years in a high performing districts (earning marks in the top two ranges of the statewide accountability rating system), successful related experience as described above at the central office level and experience in working with diversified stakeholder groups to implement large scale projects and initiatives. Master's degree or higher, and have a current Mississippi administrative license.

The solicitation may be accessed by potential applicants at [www.mdek12.org](http://www.mdek12.org) under the Public Notices section. Written questions should be submitted to [dhammons@mdek12.org](mailto:dhammons@mdek12.org) by the deadline of April 7, 2025 at 5:00 p.m.

Copies of all questions submitted and the responses will be posted to the MDE's website at [www.mdek12.org](http://www.mdek12.org) under the Public Notices section and will be available to the general public by April 10, 2025.

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

Shipped to:  
(FedEx, UPS, etc.)

Monique Corley, Director  
Office of Procurement  
The Mississippi Department of Education  
Contract Worker for School and District Transformation  
(RFx Number 315006222)  
359 North West Street  
Jackson, MS 39201  
(DO NOT OPEN)

The deadline for receipt of responses is on or before Monday, April 21, 2025 by 2:00 p.m., Central Standard Time (CST).  
03/19, 03/26/2025  
11132992

NICOLE JACOBS  
Notary Public  
State of Wisconsin

## Procurement Portal Advertisement Proof

Procurement Opportunity and Pu x +

https://www.ms.gov/dfa/contract\_bid\_search/Bid?autoloadGrid=true

Agency	Smart Number	RFX Number	Description	Status	Advertised Date	Submission Date	RFX Opening Date	
MS DEPT OF EDUCATION	<a href="#">1201-25-R-RFIN-00009</a>	<a href="#">3150006222</a>	Major Procurement PERSONNEL SERVICES NON-IT  Request for Application- Contract Worker for School & Distri...  <a href="#">Attachment - RFA- Contract Worker for School and District Transformation</a>	open	03/20/2025	04/21/2025	04/21/2025	<a href="#">View</a> <a href="#">Contact</a>

Back to top

Resources

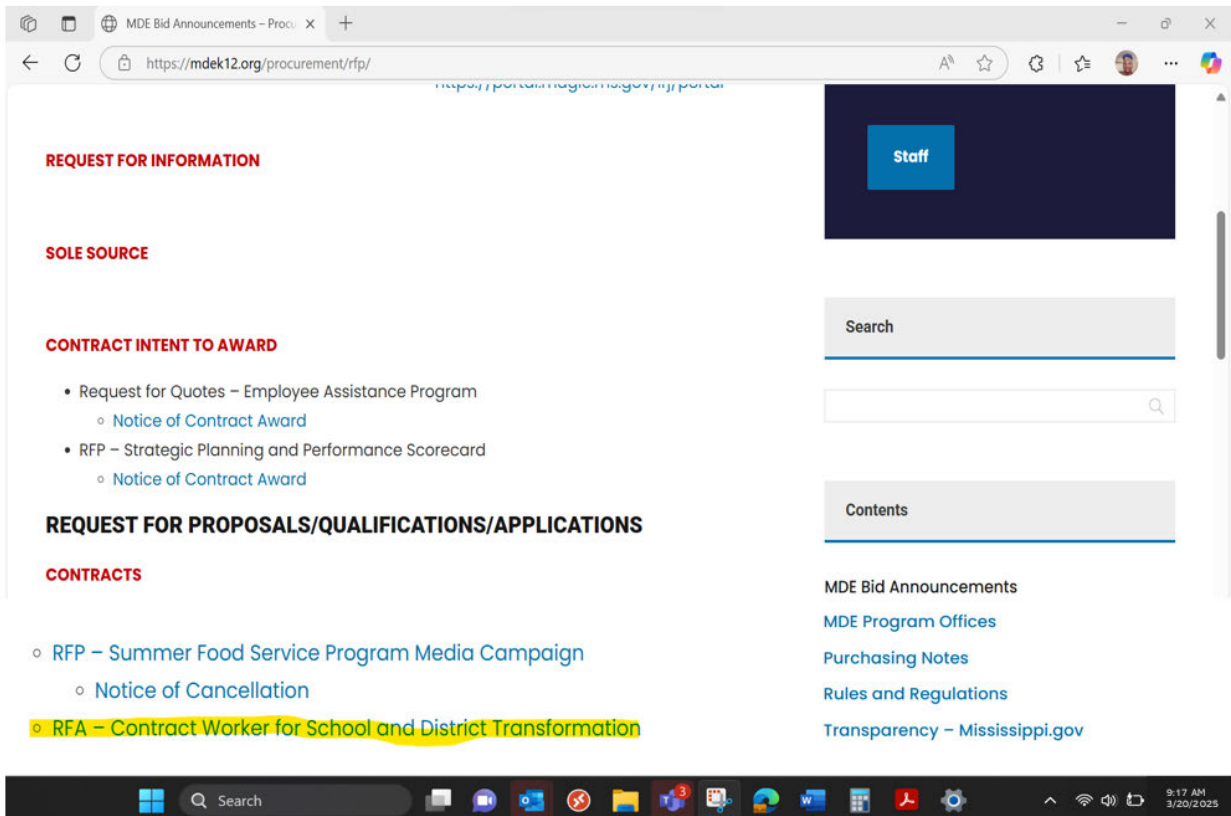
MS.GOV MS DFA: Bureau of Building Statewide Contract Item Catalog

MS DEPT of Information Technology MS DFA: Office of Purchasing MS.Gov Help Portal

ms.gov

9:12 AM 3/20/2025

## MDE Webpage Advertisement Proof



(RFx: 3150006222) RFA- Contract Worker for School and District Transformation



Ashley Robinson

To: Mike Kent

Cc: Ashley Robinson; Darla Hammons



Reply

Reply All

Forward



Thu 3/27/2025 10:57 AM

If there are problems with how this message is displayed, click here to view it in a web browser.



RFA District Consolidation Transformation FINAL.docx  
219 KB

Good morning, Mike Kent!

Please see the attached for your review and consideration.

Happy Friday Eve! 😊

Thank you.

ASHLEY M. ROBINSON, MPA, MBA, CMPA **Procurement Team Leader**

Office of Procurement

Mississippi Department of Education

P.O. Box 771 | Jackson, MS | 39205-0771

601-359-5716 | [mdek12.org](http://mdek12.org)



MISSISSIPPI  
DEPARTMENT OF  
EDUCATION

March 20, 2025

Ms. Amelia Gamble, Director  
Office of Personal Service Contract Review  
501 North West Street, Suite 1301-C  
Jackson, MS 39201

Re: Public Notice

Dear Ms. Gamble:

The Mississippi Department of Education (MDE) has determined it was not reasonably possible to send the Request for Application (RFA) directly to a minimum of three potential applicants. Although the MDE emailed the RFA to Michael D. Kent, the MDE is not aware of additional potential applicants that could perform the core services requested in this solicitation. Furthermore, historically, the MDE has not received applications/responses from additional applicants in response to previous RFAs for these services.

MDE respectfully requests approval of the attached contract.

Sincerely,

Monique Corley  
Procurement Director

# RFA AMENDMENTS

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

**Applicable: ☐ YES ☒ NO**

# ALL APPLICATIONS RECEIVED

*Full copy of all applications received; memorandum regarding single application received (if applicable); memorandum regarding consideration of late applications (if applicable)*

**Applicable:** ☒ YES ☐ NO

## Attachment 2

Application of

**Michael D. Kent**

For

**Mississippi Department of Education**  
Contract Worker for School and District Transformation

RFx #3150006222

*Michael D. Kent*  
*April 17, 2025*



# MISSISSIPPI DEPARTMENT OF EDUCATION CONTRACT WORKER APPLICATION



**MISSISSIPPI  
DEPARTMENT OF  
EDUCATION**

Ensuring a bright future for every child

**Return Completed Application to:**  
**Mississippi Department of Education**  
P.O. Box 771  
Jackson, MS 39205-0771

**For Staff/Official Use Only**

Received: \_\_\_\_\_

**TYPE OR PRINT IN BLACK INK-**

## JOB INFORMATION RFX# 3150006222

DATE RFA DUE: \_\_\_\_\_ POSITION TITLE: Contract Worker for District Consolidations, District of Transformation, and the MS Achievement School District

## PERSONAL INFORMATION

FIRST NAME <b>Michael</b>	MIDDLE INITIAL <b>D</b>	LAST NAME <b>Kent</b>
ADDRESS <b>154 Lake Mannsdale Dr</b>		
CITY <b>Madison</b>	STATE <b>MS</b>	ZIP <b>39110</b>
HOME PHONE <b>601-927-9210</b>	ALTERNATE PHONE	
MONTH AND DATE OF BIRTH <b>04-11-1951</b>	WHICH METHOD DO YOU PREFER TO BE NOTIFIED ABOUT YOUR APPLICATION STATUS? <input checked="" type="checkbox"/> EMAIL OR <input type="checkbox"/> LETTER	
EMAIL ADDRESS <b>Michaelkent357@gmail.com</b>		

## EDUCATION

WHAT IS YOUR HIGHEST LEVEL OF EDUCATION?

- ☐ Some College      ☐ Associate's Degree      ☒ Master's Degree      ☐ Doctorate Degree  
☐ High School      ☐ Technical College      ☐ Bachelor's Degree      ☐ Specialist's Degree

## HIGH SCHOOL EDUCATION

DID YOU GRADUATE FROM HIGH SCHOOL/RECEIVE A G.E.D. OR A HIGH SCHOOL EQUIVALENCY DIPLOMA? Yes ☒ No ☐  
 IF NO, WHAT WAS THE HIGHEST-GRADE LEVEL COMPLETED?

## COLLEGE/UNIVERSITY EDUCATION

SCHOOL NAME <b>Mississippi College</b>	DEGREE RECEIVED <b>M.S. Education</b>	
DATES ATTENDED <b>June 1981 - July 1983</b>	DID YOU GRADUATE? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	X SEMESTER      QUARTER # OF UNITS COMPLETED: <b>33</b>
SCHOOL LOCATION (CITY/STATE) <b>Clinton, MS</b>	MAJOR <b>School Administration</b>	
SCHOOL NAME <b>Mississippi College</b>	DEGREE RECEIVED <b>B.S. Education</b>	
DATES ATTENDED <b>January 1972 - May 1974</b>	DID YOU GRADUATE? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	<input checked="" type="checkbox"/> SEMESTER <input type="checkbox"/> QUARTER # OF UNITS COMPLETED: <b>68</b>
SCHOOL LOCATION (CITY/STATE) <b>Clinton, MS</b>	MAJOR <b>Political Science</b>	
SCHOOL NAME <b>Hinds Community College</b>	DEGREE RECEIVED <b>A.A.</b>	
DATES ATTENDED <b>September 1969 - May 1971</b>	DID YOU GRADUATE? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	<input checked="" type="checkbox"/> SEMESTER <input type="checkbox"/> QUARTER # OF UNITS COMPLETED: <b>65</b>



# **CERTIFICATES & LICENSES (INCLUDING DRIVER'S LICENSE)**

TYPE Educator License	DATE ISSUED (MONTH/YEAR) March 29, 2023	EXPIRATION DATE (MONTH/YEAR) June 30, 2027
LICENSE NUMBER 93504	ISSUING AGENCY MS Dept of Education	SPECIALIZATION 486 Administrator et al.
TYPE Driver's License	DATE ISSUED (MONTH/YEAR) March 17, 2020	EXPIRATION DATE (MONTH/YEAR) April 11, 2024
LICENSE NUMBER 001 77 0836	ISSUING AGENCY MS Dept of Public Safety	SPECIALIZATION See Endorsements below under "Duties"
TYPE	DATE ISSUED (MONTH/YEAR)	EXPIRATION DATE (MONTH/YEAR)
LICENSE NUMBER	ISSUING AGENCY	SPECIALIZATION

## **WORK HISTORY**

DATES From April 1, 2023 To June 30, 2023	EMPLOYER MS Dept of Education	POSITION TITLE State Superintendent (Interim)
ADDRESS, CITY, STATE 359 North State St., Jackson, MS 39201		
PHONE NUMBER	SUPERVISOR (NAME & TITLE) State Board of Education, Glen East, Chair	
HOURS PER WEEK 40	SALARY \$144 / hour	MAY WE CONTACT THIS EMPLOYER? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>

### **DUTIES**

Served as Chief Executive Officer responsible for all facets of public education in the state of Mississippi.  
Responsible for the administration, management and operations of the Mississippi State Department of Education.

Served as Executive Secretary to the State Board of Education.

### **Educator License Endorsements:**

116 ELE EDUC (K-3)  
117 ELE EDUC (4-6)  
192 SOCIAL STUDIES (7-12)  
486 CAREER LEVEL ADMINISTRATOR  
487 ELEMENTARY PRINCIPAL  
488 SECONDARY PRINCIPAL

The Validity Period for all endorsements is 3/29/2023 - 06/30/2027

DATES From Jan 2012 To Mar 2023	EMPLOYER MS Dept of Education	POSITION TITLE Deputy Superintendent (contract)
ADDRESS, CITY, STATE 359 North State St., Jackson, MS 39201		
PHONE NUMBER 601-359-1750	SUPERVISOR (NAME & TITLE) <i>JOHN Ferrell</i>	
HOURS PER WEEK flexible	SALARY \$76.92 / hour	MAY WE CONTACT THIS EMPLOYER? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>

### **DUTIES**

1. Provide guidance and oversight for all of the legislatively mandated school district consolidations in Mississippi for the past 10 years.
2. Provide consultation, guidance and oversight for the Districts of Transformation and the MS Achievement School District July 2022 - March 2023
3. Organized and directed all facets of the MDE Superintendent's Academy.
4. Provide consultation and mentoring to emerging leaders in MDE-controlled environments, e.g. MS School for the Deaf and Blind, MS School for Math and Science, Districts of Transformation and the Achievement School District.

*5. Conduct administrative and personnel hearings as requested*



**WORK HISTORY**

<b>DATES</b> From Jan 2000 To Sep 30, 2011		<b>EMPLOYER</b> Madison County School District	<b>POSITION TITLE</b> Superintendent
<b>ADDRESS, CITY, STATE</b> 476 Highland Colony Parkway, Ridgeland, MS 39157			
<b>PHONE NUMBER</b> 601-214-2945		<b>SUPERVISOR (NAME &amp; TITLE)</b> Chairman of the Board (Ken McCoy)	
<b>HOURS PER WEEK</b> flexible		<b>SALARY</b> \$140,000 annually	<b>MAY WE CONTACT THIS EMPLOYER?</b> YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>

**DUTIES**

Served as Chief Executive Officer of a consistently high performing district for three consecutive terms (12 years).  
Guided the district to the successful passage of three school bond referendums totaling almost \$200 million.  
Oversaw construction of 13 new school campuses.  
Gained Unitary Status from the United States Fifth Circuit Court of Appeals ending a 37-year desegregation order.  
Oversaw the development of 16th section lands that resulted in the highest revenue in the state.  
Implemented the largest high school mentoring program in the state.  
Negotiated with local health care providers to place 16 nurses in elementary and middle schools.  
Initiated programs to develop National Merit Semi-finalists resulting in over 30 semi-finalists yearly.  
Initiated programs to assist teachers seeking National Board Certification resulting in over 130 teachers becoming qualified.  
Oversaw district growth from 8,000 to over 12,000 students.  
Succeeded in having Madison Station Elementary certified as a National Blue Ribbon School in 2010.

<b>DATES</b> From July 1977 To Dec 30, 1999		<b>EMPLOYER</b> Madison County School District	<b>POSITION TITLE</b> Principal, Madison Central HS
<b>ADDRESS, CITY, STATE</b> 1417 Highland Colony Parkway, Madison, MS 39110			
<b>PHONE NUMBER</b> 601-856-7121		<b>SUPERVISOR (NAME &amp; TITLE)</b> Sue Jones, Superintendent	
<b>HOURS PER WEEK</b> Minimum of 40 hours/week		<b>SALARY</b> \$60,000 annually	<b>MAY WE CONTACT THIS EMPLOYER?</b> YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>

**DUTIES**

Served as instructional leader for the largest high school in the state, earning Star status.  
Led the state in number of National Merit Finalists.  
Had 12 appointments to US Armed Service Academies.



## MILITARY INFORMATION

1. ARE YOU A VETERAN OF THE ARMED FORCES? ☐ YES ☒ NO  
(IF YOU INDICATED "YES" YOU MUST ATTACH A COPY OF YOUR DD214 OR OTHER PROOF OF SERVICES.)
2. IF YOU ARE A VETERAN, WERE YOU DECLARED DISABLED? YES ☐ NO ☐

## ADDITIONAL INFORMATION

Additional Information (other schools or training; special qualifications; honors and awards; etc.):

### ADDITIONAL TRAINING

Harvard University, Cambridge, MA  
Study Skills Academy, June 1984  
Principals Academy, June 1985

### CIVIC AWARDS AND RECOGNITIONS

Mississippi House of Representatives  
Resolution 109 for Leadership and Service to the Madison County School District, 2011

City of Madison  
Visionary Leadership Award, 2011

City of Ridgeland  
Key to the City, 2011

Madison County Business League  
Brance Beamen Award, given annually in recognition of service and leadership, 2010

### PREPS

Dan Merritt Courage Award, 2009

Mississippi College  
Alumnus of the Year, 2006

Star Teacher, 1981, 1983

## APPLICANT DECLARATIONS

In signing this application, I certify that all statements made herein and on any attached documents are true and complete to the best of my knowledge. I authorize the verification of this information by the Mississippi Department of Education. I know that any misrepresentation herein may lead to rejection of my application. I understand that, as a condition of employment, I will be required to present documentation which verifies both my identity and my employment eligibility pursuant to federal immigration law.

x Michael D. Kent  
SIGNATURE OF APPLICANT

April 16, 2025  
DATE



# Resume

RESUME

Retired Superintendent of the Madison County School District with 51 years of experience in Mississippi as an administrator, teacher and coach.

Interim State Superintendent, Mississippi Department of Education, Apr 2023 - Jun 2023

Responsible for the administration, management and operations of the Mississippi State Department of Education.

Served as Executive Ssecretary to the State Board of Education.

Deputy Superintendent, Mississippi Department of Education, Jan 2012 - Mar 2023

Provided oversight and consultation for all of the legislative mandated school district consolidations over the past 10 years.

Provided oversight and consultation to the interim Superintendents of the District of Transformation since July 1, 2022.

Provided consultation and advice to the Superintendent of the Mississippi Achievement School District since July 1, 2022.

Organized, planned and implemented the MDE Superintendents Academy. Later collaborated with local district superintendents to create a Principals Academy.

Performed numerous special assignments as requested by the State Superintendent including but not limited to: Administration of Corrective Action Plans, return school districts to local control, advise districts on school closures and grade reconfiguration and advising districts on local governmental relations and board-superintendent relations.

Served as an MDE legislative liaison during 2012 and 2013.

Served as Interim Director of Educational Accountability in 2013 and helped guide transition to "A - F" rating system.

*Conduct personnel and administrative hearings as requested.*

Superintendent of Madison County School District, Madison, MS, January 2000 - October 2011

Served as Chief Executive Officer of a consistently high performing district for three consecutive terms (12 years).

Passed three school bond referendums totaling almost \$200 million.



RESUME

Oversaw construction of 13 new school campuses.

Gained Unitary Status from the United States Fifth Circuit Court of Appeals ending a 37-year desegregation order.

Oversaw the development of 16th section lands that resulted in the highest revenue in the state.

Implemented the largest high school mentoring program in the state.

Negotiated with local health care providers to place 16 nurses in elementary and middle schools.

Initiated programs to develop National Merit Semi-Finalists resulting in over 30 semi-finalists yearly.

Initiated programs to assist teachers seeking National Board Certification resulting in over 130 teachers becoming qualified.

Oversaw district growth from 8,000 to over 12,000 students.

Succeeded in having Madison Station Elementary certified as a National Blue Ribbon School in 2010.

Principal, Madison Central High School, Madison, MS, July 1997 - June 2000

Served as instructional leader for the largest high school in the state, earning Star status.

Led the state in number of National Merit Semi-Finalists.

Had 12 appointments to US Armed Service Academies.

Principal, Rosa Scott Middle School, Madison, MS, July 1988 - June 1997

Consistently led the state in state-ordered assessments (ITBS, etc.)

## References



REFERENCES

1. Dr. Margie Pulley, school administrator

- 8549 Browning Road, Greenwood, MS 38930
- [pulleym@tunicak12.org](mailto:pulleym@tunicak12.org)
- 662-299-5405
- Dr. Pulley and I have a professional association as we worked together in both Oktibbeha and Tunica counties.

2. Dr. Earl Watkins, school administrator

- 145 Carpenter Dr, Jackson, MS 39212
- [ewatkins@masd.k12.ms.us](mailto:ewatkins@masd.k12.ms.us)
- 662-836-4006 or 601-500-0168
- Dr. Watkins and I have a professional relationship as we were colleagues as fellow superintendents, and more recently during his role in the Achievement School District.

3. David Cox, Real Estate Developer

- 107 Brittany Way, Madison, MS 39110
- [edavidcox@gmail.com](mailto:edavidcox@gmail.com)
- 601-898-0181
- I have both a professional and a personal relationship with David. We grew up together in Madison, MS and have known each other for over 60 years. He was also a great supporter of the Madison County public school system and was instrumental in the passage of three school bond referendums.

4. Senator Briggs Hopson, attorney and state senator

- 1201 Cherry St, Vicksburg, MS 39183
- [lhopsontellerlaw.com](mailto:lhopsontellerlaw.com)
- 601-831-6565
- My relationship with Senator Briggs Hopson is professional; while I was superintendent we employed him as a hearing officer on several occasions. We worked together in Yazoo City while that district was under a Corrective Action Plan, and most recently we collaborated on the recovery efforts for the South Delta School District.

OVER

REFERENCES

5. Todd Ivey, retired MDE Chief of Operations

- 268 Bayview Dr, Madison, MS 39110
- Tivey2029@gmail.com
- 601-214-3504
- My relationship with Todd Ivey is both personal and professional. Todd's wife Monica worked as a teacher in the Madison County School District. Todd and I were colleagues at MDE for 10 years.



## **Licensure/Certification**

# State of Mississippi

By virtue of the Authority Vested in the State Board of Education of Mississippi by Section 37-3-2  
and Section 37-31-205(1)(e) of the Mississippi Code of 1972, as amended, we hereby issue this  
Educator License To

**MICHAEL D KENT**  
License No. 93504

This is to certify that the person named hereon is licensed under the laws of Mississippi to teach or serve in the public schools in the  
capacity indicated.

## Endorsement

116 ELE EDUC (K-3) \*\*  
117 ELE EDUC (4-6) \*\*  
192 SOCIAL STUDIES (7-12) \*\*  
486 CAREER LEVEL ADMINISTRATOR \*\*  
487 ELEMENTARY PRINCIPAL \*\*  
488 SECONDARY PRINCIPAL \*\*

## Issued/Renewed On

03/29/2023  
03/29/2023  
03/29/2023  
03/29/2023  
03/29/2023  
03/29/2023

## Validity Period

03/29/2023 - 06/30/2027  
03/29/2023 - 06/30/2027  
03/29/2023 - 06/30/2027  
03/29/2023 - 06/30/2027  
03/29/2023 - 06/30/2027  
03/29/2023 - 06/30/2027

Class A - 05/01/1974  
Class AA - 05/01/1983

## Renewal Windows

\*\* 03/29/2023 - 06/30/2027

By order of the State Board of Education

*Raymond C. Morgino*

Interim State Superintendent of Education  
Dr. Raymond Morgino



OTHER

AFFILIATIONS

Executive Board, Mississippi Association of School Superintendents, 2002-2010

Executive Board, Mississippi High School Activities Association, 1998-2011

Legislative Council, MHSAA, 1979-1998

Executive Board, Madison County Business League, 2001-2011

Board of Trustees, Holmes Community College, 2000-2011

### Appendix C – CONTINGENT FEE

The prospective contractor represents as a part of such application that such contractor **has** (X) or **has not** ( ) retained any person or agency to solicit or secure a state contract upon an agreement or understanding on a percentage, commission, or other contingent arrangement to secure this contract.

Michael D Kent

Signature

April 17, 2025

Date

*Note: Provide signature and check the applicable word or words required.*



## Appendix D – ACKNOWLEDGEMENT OF AMENDMENTS

The Question-and-Answer amendment shall be signed, if issued. The Question-and-Answer amendment will be posted on the MDE website under “Public Notice” Request for Applications, Qualifications, and Proposals section. It is the sole responsibility of all interested vendors to monitor the MDE website for updates regarding any amendments to the solicitations.

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



## Appendix E – AGENCY CONTRACTS

The prospective contractor represents as a part of this Contract Worker for School and District Transformation that contractor **does** ( ) or **does not** ( ) have a current contract 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 applicant's packet and the applicant 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:	Academic Ed.
Contract Service:	CONTRACT WORKER
Contract Amount:	\$ 114,135.94
Contract Dates of Service:	July 1, 2024 - June 30, 2025

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



# **ACKNOWLEDGEMENT OF AMENDMENTS**

*Every applicant's acknowledgement of every amendment (in  
writing)*

**Applicable: ☐ YES ☒ NO**

# EVALUATION OF APPLICATIONS

*All documents to determine the responsive and responsible determination, evaluation of application, interviews (if applicable), and identity of the evaluator(s)*

**Applicable:** ☐ YES ☒ NO



# **NOTICE OF INTENT TO AWARD**

*Notice of Intent to Award; proof of distribution directly to  
applicants, on website, and on procurement portal*

**Applicable: ☒ YES ☐ NO**

**OFFICE OF SCHOOL AND DISTRICT TRANSFORMATION**  
**Mississippi Department of Education**  
**NOTICE OF INTENT**

**NEW AWARD SUMMARY**

**Name of Solicitation (RFx):** Contract Worker for School and District Transformation

**Dates Advertised:** March 19, 2025  
March 26, 2025

**Submission Due Date:** April 21, 2025

**Offeror Submitting Response:** Michael D. Kent

**Awarded Vendor:** Michael D. Kent  
**City and State:** Madison, MS

**Scope of Project:** The Contractor is expected to provide the following services to include but not be limited to:

- Working with new, upcoming, and recently consolidated school districts, including serving as a governmental affairs representative for the MDE with Mississippi school district consolidations;
- Serving as a liaison to interim superintendents in Districts of Transformation;
- Serving as a liaison to interim superintendent in the MS Achievement School District;
- Performing administrative duties as requested for the Office of Academic Education;
- Working with administrative and training aspects of the Superintendents Academy and the Principals Academy which focus on training and mentoring existing and potential future school district superintendents and principals in Mississippi; and
- Working on special assignments as requested by the State Superintendent of Education.

**Scope of Contract:**

- Term of Contract: July 1, 2025 – June 30, 2026
- Amount to be Awarded: \$156,092.00
- Method of Award: Request for Application

**Funding Source:** State Funds



**Summary of Selection Process:**

A comprehensive selection process was evaluated according to the criteria stated in the solicitation to award contract.

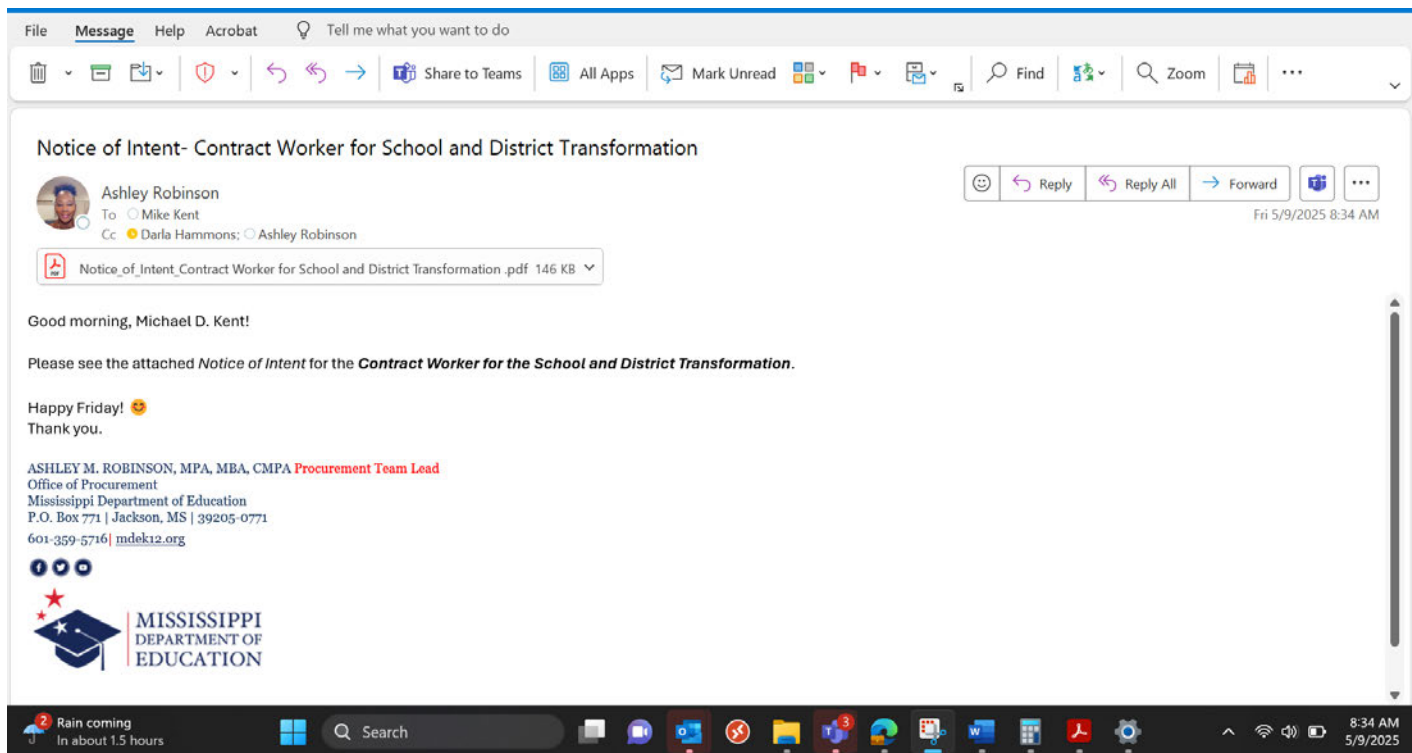
**Scoring Criteria:**

- |                          |                  |
|--------------------------|------------------|
| • Application            | <b>10 points</b> |
| • Resume and References  | <b>70 points</b> |
| • Certifications/License | <b>20 points</b> |

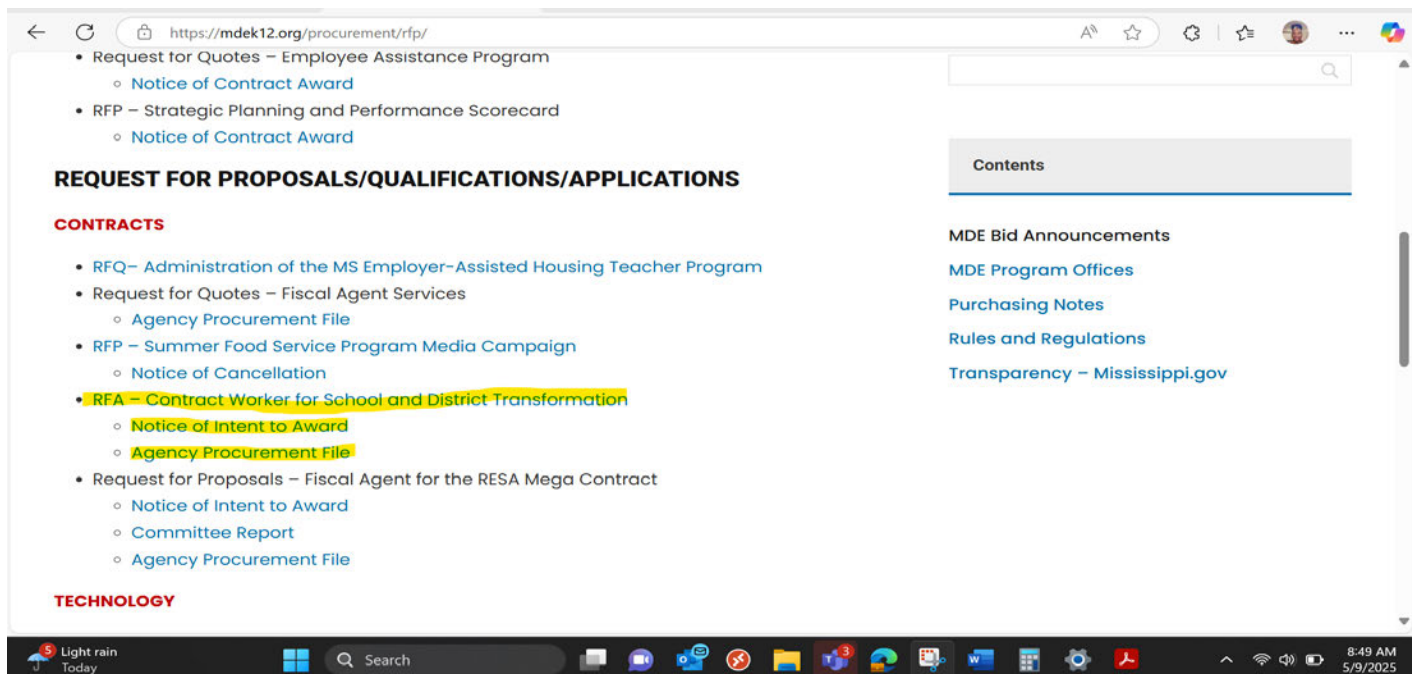
Note: The contract/attachments are made available for public inspection. Please contact the [Office of Public Reporting](#) to request public records pertaining to the intent to award.

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

## Vendor email- Proof



## Agency Website Proof





# PPRB APPROVAL

*(FOR AGENCY BENEFIT ONLY-NOT AVAILABLE WHEN  
SUBMITTED TO OPSCR)*

*Correspondence with OPSCR, PPRB agenda, PPRB minutes with  
approval, Notice of Contract Award*

**Applicable: ☐ YES ☐ NO**

# CANCELLATION OR REJECTION OF INDIVIDUAL APPLICATIONS

*Notice of cancellation and proof of distribution; required written determination; correspondence regarding rejection of individual applications; information regarding disposition of applications*

**Applicable:** ☐ YES ☒ NO