### Mississippi Department of Rehabilitation 1281 Hwy 51 North Madison, Mississippi 39110 RFQ # 3120003152

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# ATTACHMENT A Proposal Cover Sheet

The Mississippi Department of Rehabilitation Services is seeking qualifications from qualified contractors to provide Comprehensive training events for MDRS clients.

Qualifications are to be submitted as listed below, on or before 12:00 PM CST, Thursday, July 10, 2025.

### PLEASE MARK YOUR ENVELOPE:

Mississippi Department of Rehabilitation Services
Attention: Lee Shirley, Director of Contracts
1281 Highway 51 North
Madison, Mississippi 39110
Request for Qualifications for Comprehensive Training Events for MDRS Clients
No. 3120003152

Opening Date: 12:00 PM CST, Thursday, July 10, 2025 SEALED PROPOSAL PACKAGE – DO NOT OPEN

Company Name: Challenge Solutions, Inc.
Address: 2724 Oak Tree Cove
City/State/Zip: Benton, AR 72019
Telephone: 5015290106
Fax Number: 5013034037
E-M ail Address: dr.janet.ford@gmail.com
Printed Name of Authorized Signer: <u>Dr. Janet Ford, PhD</u>
Signature and Date: Vanet Ford, PhD 7/2/25

### ATTACHMENT B

### **Authorization and Acknowledgements**

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

- 1. That he/she has thoroughly read and understands this Request for Qualifications, RFQ 3120003152 and the attachments herein;
- 2. That the company meets all requirements and acknowledges all certifications contained in this Request for Qualifications, RFQ 3120003152, and the attachments herein;
- 3. That the company agrees to all provisions of this Request for Qualifications, RFQ 3120003152, and the attachments herein;
- 4. That the company can and will meet all required laws, regulations, and/or procedures related to confidentiality and represents that its workers are licensed, certified, and possess the requisite credentials to perform the transition services; and
- 5. That the company has, or will secure, at its own expense, applicable personnel who shall be qualified to perform the duties required to be performed under this Request for Qualifications.
- 6. That the company understands that should an amendment to this RFQ be issued, it will be posted on the MDRS website (www.mdrs.ms.gov) in a manner that all proposers will be able to view. Proposers shall acknowledge receipt of any amendment to the solicitation by signing and returning the amendment with the proposal, by identifying the amendment number and date in the space provided for this purpose on this form. The acknowledgment must be received by MDRS by the time and at the place specified for receipt of proposal. It is the company's sole responsibility to monitor the website for amendments to the RFQ.

Company Name:	Challenge Solutions, Inc.	
Signature and Da	te: Janet Ford, PhD	7/2/25
Name and Title: .	Dr. Janet Ford, PhD	

### ATTACHMENT C

### Certifications and Assurances

I/We make the following certifications and assurances as a required element of the offer to which it is attached, of the understanding that the truthfulness of the facts affirmed here and the continued compliance with these requirements are conditions precedent to the award or continuation of the related contract(s) by <u>circling</u> the applicable word or words in each paragraph below:

1. Representation Regarding Contingent Fees.

Contractor represents that it [ HAS or 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 proposal.

2. Representation Regarding Gratuities.

The Respondent or Contractor represents that it [HAS or HAS NOT] violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 6-204 (Gratuities) of the Mississippi Public Procurement Review Board Office of Personal service Contract Review Rules and Regulations.

3. Certification of Independent Price Determination.

The Respondent certifies that the prices submitted in response to the solicitation HAVE or HAVE NOT ] been arrived at independently and without, for the purpose of restricting competition, any consultation, communication, or agreement with any other respondent or competitor relating to those prices, the intention to submit a proposal, or the methods or factors used to calculate price.

4. Prospective Contractor's Representation Regarding Contingent Fees.

The Prospective Contractor represents as a part of such Contractor's proposal that such Contractor [ HAS or HAS NOT] retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract.

Company Name:	Challenge Solutions, Inc.	
Signature and Dat	e: Janet Strd, PhD	7/2/25
Name and Title:	Dr. Janet Ford, PhD	

Note: Please be sure to circle the applicable word or words provided above. Failure to circle the applicable word or words and/or to sign the proposal form may result in the proposal being rejected as nonresponsive. Modifications or additions to any portion of this proposal document may be cause for rejection of the proposal.

### ATTACHMENT D

### **Company Questionnaire**

If additional space is needed, please attach supplemental pages as necessary to completely answer all questions.

1.	Corporate	<b>Experience</b>	and	Capacity
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Provide the age of your business. Business was incorporated 6/29/19, (6 years)

Describe the experience of the firm in providing the service, give number of years that the service has been delivered, and provide a statement on the extent of any corporate expansion required to handle the service.

The firm was incorporated to provide educational support services including Pre-ETS services. The principal has 40 years education, vocational training, and job placement experience. This team has performed Pre-ETS services since WIOA inception. Services provided have included: Job exploration/counseling, Counseling on Opportunities for Enrollment in Comprehensive transition or Post Secondary Education Programs at Institutions of Higher Education, Workplace Readiness Training, Instruction in Self Advocacy, Work Based Learning Experiences.

Corporate expansion occurred in July 2022 with the addition of MDRS clients. Currently, expansion capacity is available to serve Districts I & III to meet the demand of MDRS group trainings in communities with >5 students within a 25 mile radius.

### ATTACHMENT D

### Company Questionnaire (Page 2 of 3)

If additional space is needed, please attach supplemental pages as necessary to completely answer

### 2. Service Location

☐ If services are to be provided at a site other than firm's principal place of business (the address given in Attachment A), please specify the place of performance.☐

The place of performance will be schools and community. Group meetings of >5 will be held in 25 mile radius from client home to reduce travel time. Work based learning will occur in 25 mile areas based on number of clients/skill set available.

### 3. Personnel

Attach resumes' of all those who will be involved in the delivery of service (from principals to field technicians) that include their experience in this area of service delivery as well as a list of all principals. Additionally, please provide copies of all applicable permits, professional certifications and/or licenses from the applicable certifying authority, and a list of all principals.  $\square$ 

Resumes of all identified and current employees who have committed to the project are included. However, it is to be noted that every effort will be made to increase employment opportunities for Mississippi residents by hiring qualified staff when possible. The principal owner of the firm is involved in the project and carried a MDRS caseload previously. It is the intention of the principal to establish Mississippi residency.

Company Name:	Challenge Solutions, Inc.
Company Name:	Challenge Solutions, Inc.

### ATTACHMENT D

### Company Questionnaire (Page 3 of 3)

If additional space is needed, please attach supplemental pages as necessary to completely answer

### 4. References

Give at least three (3) references for contracts of similar size and scope, including at least two (2) references for current contracts or those awarded during the past three (3) years. Include the name of the organization, the length of the contract, a brief summary of the work, and the name and telephone number of a responsible contact person.

Dr. Cassondra Williams Stokes, Director State of Arkansas Division of Services for the Blind Arkansas Division of Workforce Services 1 Commerce Way, Suite 204 Little Rock, AR 72202

Phone: 501-682-5730

Cassondra.Williams@arkansas.gov

The State of Arkansas does not issue a contract but utilizes individual authorizations for Pre-ETS services. Principal has handled the Pre-ETS program since its' inception and worked closely with Dr. Williams Stokes for positive outcomes. Time served in the capacity 14+ years

Ms. Carolyn Norful, Director Pulaski County Special School District 3924 Neely Road Little Rock, AR 72206 Phone: 501-234-2439 cnorful@pcssd.org

Pulaski County Special School District issues Professional Services Contracts annually to both the company and the principal for direct services. Time served in the capacity 8 years.

Ms. Stephanie Cole Arkansas River Educational Service Cooperative 912 W 6th Ave Pine Bluff, AR 71601 870-534-6129 Stephrcole40@gmail.com

Ms. Cole in her capacity has issued contracts for direct services, presentations, and special education assistance. Time served in the capacity 6 years.

If additional space is need	ded, please attach supplemental pages as necessary to completely answer
Company Name:	Challenge Solutions, Inc.

### ATTACHMENT E

### Required Clauses for Service Contracts Resulting from this Request for Qualifications

- 1. <u>Applicable Law.</u> 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 the State. Contractor shall comply with applicable federal, state, and local laws and regulations.
- 2. Availability of Funds. It is expressly understood and agreed that the obligation of MDRS 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, MDRS shall have the right upon 10 business days written notice to Contractor, to terminate this agreement without damage, penalty, cost or expense to MDRS of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.
- 3. Compliance with Equal Opportunity in Employment Policy. Contractor understands that the MDRS 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.
- 4. <u>Compliance with Laws.</u> 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.
- 5. <u>Contract Rights.</u> Contract rights do not vest in any party until a contract is legally executed. The MDRS is under no obligation to award a contract following issuance of this solicitation.
- 6. <u>E-Payment.</u> 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 "Timely Payments for Purchases by Public Bodies" laws, which generally provide for payment of undisputed amounts by the Agency within 45 calendar days of receipt of invoice. Mississippi Code Annotated § 31-7-301, et seq.
- 7. <u>E-Verification.</u> 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 MDRS 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.

- 8. 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.
- 9. Minor Informalities and Irregularities. MDRS has the right to waive minor defects or variations of a qualification from the exact requirements of the specifications that do not affect the price, quality, quantity, delivery, or performance of the services being procured and if doing so does not create an unfair advantage for any offeror. If insufficient information is submitted by a offeror, for MDRS to properly evaluate the offer, MDRS has the right to require such additional information as it may deem necessary after the submission deadline, provided that the information requested does not change the price, quality, quantity, delivery, or performance time of the services being procured and such a request does not create an unfair advantage for any offeror. (Information requested may include, for example, a copy of business or professional licenses, or a work schedule.)
- 10. Paymode. Payments by MDRS 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. MDRS 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.
- 11. Procurement Regulations. This solicitation shall be governed by the applicable provisions of the Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations, a copy of which is available on the Mississippi Department of Finance and Administration's website (www.dfa.ms.gov). Any offeror responding to a solicitation for personal and professional services and any contractor doing business with a state Agency is deemed to be on notice of all requirements therein.
- 12. <u>Property Rights.</u> Property rights do not inure to any Offeror until such time as services have been provided under a legally executed contract. No party responding to this RFQ has a legitimate claim of entitlement to be awarded a contract or to the provision of work thereunder. MDRS is under no obligation to award a contract and may terminate a legally executed contract at any time.

- 13. <u>Representation Regarding Contingent Fees.</u> 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 proposal.
- 14. Representation Regarding Gratuities. Offeror represents that it has not, is not, and will not offer, give, or agree to give any employee or former employee of MDRS, a gratuity or offer of employment in connection with any approval, disapproval, recommendation, development, or any other action or decision related to the solicitation and resulting contract. Offeror further represents that no employee or former employee of MDRS has or is soliciting, demanding, accepting, or agreeing to accept a gratuity or offer of employment for the reasons previously stated; any such action by an employee or former employee in the future, if any, will be rejected by offeror. Offeror further represents that it is in compliance with the Mississippi Ethics in Government laws, codified at Mississippi Code Annotated §§ 25-4-101 through 25-4-121, and has not solicited any employee or former employee to act in violation of said law.
- 15. Required Public Records and Transparency. Upon execution of a contract, the provisions of the contract which contain the personal or professional services provided, the unit prices, the overall price to be paid, and the term of the contract shall not be deemed to be a trade secret or confidential commercial or financial information pursuant to Mississippi Code Annotated § 25- 61-9(7). The contract shall be posted publicly on www.transparency.ms.gov and shall be available for at the Agency for examination, inspection, or reproduction by the public. The offeror acknowledges and agrees that MDRS 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.
- 16. Stop Work Order. MDRS 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 MDRS. Upon receipt of such an order, Contractor shall forthwith comply with its terms and take all reasonable steps to minimize any further cost to MDRS. Upon expiration of the stop work order, Contractor shall resume providing the services which were subject to the stop work order, unless MDRS has terminated that part of the agreement or terminated the agreement in its entirety. MDRS is not liable for payment for services which were not rendered due to the stop work order.

### 17. Termination.

Termination for Convenience. MDRS may, when the interests of the Agency so require, terminate this contract in whole or in part, for the convenience of the Agency. MDRS 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 MDRS 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, MDRS may terminate the contract for default and the Contractor will be liable for the additional cost to MDRS 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.

- 18. <u>Trade Secrets, Commercial and Financial Information.</u> 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.
- 19. <u>Approval Clause</u>. 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
- 20. <u>Acknowledgment of Amendments.</u> Offerors shall acknowledge receipt of any amendment to the RFQ in writing. The acknowledgement shall be submitted by signing and returning the amendment with the bid, by identifying the amendment number and date in the space provided for this purpose on the bid form, or by letter. Each offeror shall submit a written acknowledgement of every amendment to the Agency on or before the submission deadline.
- 21. <u>Certification of Independent Price Determination</u>. By submitting a qualification, the offeror certifies that the prices submitted in response to the solicitation have been arrived at independently and without any consultation, communication, or agreement with any other offeror or competitor for the purpose of restricting competition.
- 22. Offeror's Representation Regarding Contingent Fees. By [responding to the solicitation, the offeror represents that it has not retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract. If the offeror cannot make such a representation, a full and complete explanation shall be submitted in writing [with the offeror's response, to the Agency prior to contract execution].

### ATTACHMENT F

### Areas of Coverage

D: . : . T C 1	ies- Calhoun, Coahoma, Desoto, Lafayette, Marshall, Panola, Quitman, Tate, Tunica, Yalobusha
District I School	ols-Calhoun Co., Coahoma Co., Clarksdale Municipal, Clarksdale Collegiate, Desoto Co., Lafayette Co., Oxford
Tate Co., Senatobia	Municipal, Tunica Co., Coffeeville, Water Valley, Stovall Sped, Marshall Co., Holly Springs, South Panola, Quitman Co,
TO BE SERVED C	ONTINUED:
District Ill Counties	-Bolivar, Carroll, Grenada, Holmes, Humphreys, Issaquena, Leflore, Sharley, Sunflower, Tallahatachie,
Washington, Yazoo	
Schools-Cleveland S	Schools, North Bolivar Cons., West Bolivar Cons., Carroll Co., Grenada Schools, Holmes Cons., Humpreys Co.,
	Cons., Leflore Legacy Academy, South Delta, Sunflower Co Cons., East Tallahatchie Cons., West Tallahatchie, Hollandale, Leland,
Western Line, Green	rville Public, Yazoo Co., Yazoo City Municipal
Estimate the	number of student that can be served per event:
200	and of statement that can be served per event.
mmany Names	Challenge Solutions, Inc.
npany Name:	Challenge Solutions, Inc.
npany Name:	
npany Name: nature and Da	Test land 7/2/20

Name and Title: \_\_\_\_\_Dr. Janet Ford, PhD

# Management Summary Unmarked RFQ 3120003152

Mississippi Department of Rehabilitation Services

Attention: Lee Shirley, Procurement Officer

1281 Highway 51 North

Madison, Mississippi 39110

Request for Qualifications for Pre-ETS Services

RFQ No. 3120003152

The underlying philosophy of the firm is the belief that "all individuals are contributing members of society." Despite significant disabilities, these individuals have value and are entitled to receive training and opportunities commensurate with non-handicapped peers. With appropriate and specific training by highly qualified staff, our track record indicates these students can and will develop necessary skills to earn competitive wages and be contributing members of society.

To improve life outcomes, we provide community-based training in job development, placement, internship opportunities, and on-campus work experience for students in rural and impoverished areas. Experience and best practices are utilized to mitigate, manage, and/or minimize each known or suspected risk of programmatic failure.

As trained professional providers, we continue to be part of the solution and provide opportunities to enhance and advance options for students with disabilities.

### **Proposal**

ALL MDRS eligible students/clients are entitled to equal opportunities for pre-employment transition services including comprehensive training events, regardless of disability or address. As delta region supporters and specialists, we strive to enable clients to make informed and realistic decisions based on availability and future development in their existing community. To this end, we are enthusiastic trade and agriculture supporters because not all students with qualifying conditions will follow traditional post-secondary pathways. We propose embedding trade and agriculture opportunities to expose marginalized groups to the greatest number of options and opportunities to for career choices.

The goal of training events is to provide a present, consistent, and flexible program which meets students where they are. The state of Mississippi 2024-2027 WIOA plan identifies a number of service-needs experienced by individuals with the most significant disabilities. The specific service areas identified were work experience training, on the job training, and social skills training. To address this deficiency, we intend to use the training events to provide hands-on experience opportunities, interactions with community businesses, and learn the technical requirements for the employment options provided.

The 2021 CSNA found the most needed services to be transportation, work experience, on the job training, social skills training, and pre-employment transition services. We stand ready to provide training, social skills, hands-on opportunities, and interactions. The proposed training events address each of these needs.

Complying with WIOA funding dictates that Vocational Rehabilitation Agencies provide the required Pre-ETS activities to all students regardless of disability and/or location. As specialists in addressing the five (5) Pre-ETS goals in remote regions, our metrics prove it is possible to improve lives and increase employment outcomes. We supply the events with local and regional vendors who then provide a basis for opportunities for the individuals to make informed decisions regarding career choices.

### Goal:

Our goal is to meet the needs of students and families where they live and provide a realistic and meaningful avenue for competitive employment opportunities in the local community.

### Purpose:

To provide training and transition services via a "hands-on" model. By observation, experience, and practice, students are provided real time experiences in the fields available in their respective region.

### Methodology:

- 1. Provide hands-on opportunities to learn tasks associated with common NAICS jobs
- 2. Engage all students with post-secondary training or educational opportunities
- 3. Expand the knowledge base of all student attendees
- 4. Support students and families with significant disabilities
- 5. In reference to events, a group is defined as 3 or more students, while an individual refers to 1 or 2 students

### Measurement/Reporting:

- We will provide pre-event training for students and schools as needed and conduct post-event follow-up interviews with participating businesses, schools, and attending students. These interviews will gather feedback on successful aspects and areas for improvement to enhance future events.
- 2. Evidence of attendance by registration, sign in, participation photos/videos
- 3. Exit survey via QR code, video, and review board
- 4. All required MDRS forms will be completed and submitted for each student attending the event. This will include the event participation details, student specific observations, accommodation and support, contractor signature, and approval.

### **Events:**

We will secure a suitable event venue which provides sufficient space, accessibility, and parking to accommodate all planned activities. Transportation will be arranged for all events outside normal school hours. We will provide all necessary equipment and supplies required for the event, snacks, and catered meal. All expenses will be borne by the Contractor.

We propose to serve districts I and III with a maximum of 24 events per year.

### Locations:

We are delta region specialists and have the capacity to serve the entire delta region.

Identified clients will drive the number of events. We stand ready and able to provide events anytime or place within our assigned region in conjunction with MDRS staff.

### **Publicity/Collaboration:**

We will collaborate with the MDRS Office of Communications and local school districts to provide outreach about each event. Together, we will coordinate event publicity across social media, newspapers, television, and other platforms. All promotional material will be approved by MDRS staff.

### Schedule:

9am - 2pm

9:00-9:30 Check In/Tags

9:30-11:30 Rotations to visit vendors (schools, trades, community partners)

11:30-12:30 Luncheon with speaker/entertainment

12:30-1:00 Individual speakers

1:00-2:00 Rotations/exit checks

### **Staffing:**

All staff are licensed, credentialed, and have current background checks. Future staffing will be held to the same standards.

All staff will adhere to the MDRS Client Services Policy and Procedure Manual.

All employees meet the training and experience requirements as outlined in the RFQ.

### **Possible Presenters:**

- Tradesmen (local) florist, construction, plumbing, electrical, HVAC, related services with interactive models
- Trade school/University/College representative
- Business Owners/Potential Employers in the area
- MS State Agencies (DOT, Agri, Finance, Social Services, Early Childhood Care & Development))
- Federal Agencies (USDA, law enforcement, HeadStart)
- Pop up retail to replicate competitive employment
- Pop up Foodservice to replicate competitive employment

### Hands On Rotations will include:

- Food carts opportunity to experience food service work by following ServSafe guidelines (gloves, hairnet, serving size, temperature) in a controlled environment
- Retail carts opportunity to experience retail sales by unboxing, hang/fold, making sales

### **Trades:**

- Plumbing learn to install and connect a sink
- Painting Techniques to paint wall/trim, brush size, etc
- HVAC introduction to HVAC components and opportunity to handle/ask questions
- Carpentry/Roofing opportunity to build with modified tools

### **Community Involvement:**

- Opportunities to visit with schools regarding enrollment requirements
- Opportunities to visit with local business and learn about qualifications for employment

## **Acceptance of Conditions:**

CHALLENGE SOLUTIONS, INC. accepts the general terms and conditions of the request for qualification documents.

Dr. Janet Ford, PhD

### ATTACHMENT G

### **Additional Data**

See attached funding and information spreadsheet.

Name and Title: \_\_\_\_Dr. Janet Ford, PhD

Company Name: Challenge Solutions, Inc.	
Party Aller	
Signature and Date: Jord	/ /
(XI. + ~ Hord	7/2/2
Signature and Date:	1/2/25
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# Challenge Solutions Funding Sources & Disclosures

Issuing Entity	Purpose	Term	Document	Allocated
Alma School District	Pre-ETS/Direct Instruction	SY	Contract	\$ 50,000.00
Arkansas Dept of Workforce Service-Rehab Services	Pre-ETS/Direct Services/Supported Employment	FY	Authorizations	\$ 1,000,000.00
Arkansas Schools for Deaf, Blind, Visually Impaired	Pre-ETS/Self Advocacy	SY	MOU	\$ 50,000.00
Cabot School District	Direct Services	SY	Contract	\$ 50,000.00
Jonesboro Public Schools	Direct Services	SY	Contract	\$ 50,000.00
State of Louisiana	Direct Services	FY	Contract	\$ 1,000,000.00
Pocahontas Public Schools	Direct Services	SY	Contract	\$ 50,000.00
Pulaski County Special School District	Direct Services/Training Events	λS	Contract	\$ 50,000.00

Permits-No contract Required		
Arkansas Department of Agriculture	arm stands/urban farms	FY
Mississippi Department of Agriculture	arm stands/urban farms	FY

# Philanthropy Partners

	The state of the s
Good 360	Provide equipment/supplies for training
Catholic Charities	Provide equipment/supplies for training, jobs
Ico Community Services	Provide jobs for eligible clients
United Partners	Provide training/jobs for eligible clients
St. Vincent de Paul Charities	Social Services

### ATTACHMENT H

### **Redaction Notice**

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

to comply with the requirements of the statement acknowledged. Choose one:
Along with a complete copy of its qualification, offeror has submitted a second copy of the qualification in which all information offeror deems to be confidential commercial and financial information and/or trade secrets is redacted in black. Offeror acknowledges that it may be subject to exclusion pursuant to Chapter 15 of the PPRB OPSCR Rules and Regulations if the MDRS or the Public Procurement Review Board determine redactions were made in bad faith in order to prohibit public access to portions of the qualification which are not subject to Mississippi Code Annotated §§ 25-61-9, 75-26-1 through 75-26-19, and/or 79-23-1. Offeror acknowledges and agrees that MDRS may release the redacted copy of the qualification at any time as a public record without further notice to offeror. An offeror who selects this option but fails to submit a redacted copy of its qualification may be deemed non-responsive.
Offeror hereby certifies that the complete unredacted copy of its qualification may be released as a public record by MDRS at any time without notice to offeror. The qualification contains no information offeror deems to be confidential commercial and financial information and/or trade secrets in accordance with Mississippi Code Annotated §§ 25-61-9, 75-26-1 through 75-26-19, and/or 79-23-1. Bidder explicitly waives any right to receive notice of a request to inspect, examine, copy, or reproduce its bid as provided in Mississippi Code Annotated § 25-61-9(1)(a). An offeror who selects this option but submits a redacted copy of its qualification may be deemed non-responsive.

Company Name: .	Challenge Solutions, Inc.		
Signature and Dat	e: Janit Ard	7/2/25	
Name and Title: _	Dr. Janet Ford, PhD		

# AMENDMENT #1 TO THE REQUEST FOR QUALIFICATIONS FOR COMPREHENSIVE TRAINING EVENTS FOR MDRS CLIENTS RFQ #3120003152

Q1:	Will Entrepreneurship classes be considered a Pre Employment Transition Service?
41:	Self-employment/entrepreneurship would fall under Job Exploration Counseling.
Q2:	Is this RFQ for "Job Extravaganza" type events only or does it include other Pre ETS activities?
A2:	This RFQ is limited to the provision of Pre-Employment Transition Services (Pre-ETS) activities conducted specifically at Job Extravaganza events. While the activities completed at these events are considered Pre-ETS, this RFQ does not include or authorize the provision of other Pre-ETS activities outside the scope of the Job Extravaganza events as outlined in the RFQ.
Q3:	Will there be a separate RFP or RFQ for Pre ETS?
A3:	Yes
Q4:	How long should the "breakout sessions" be?
A4:	The "breakout sessions" should be no shorter than 30 minutes each. Services provided during these sessions are billed in units, where one unit equals one hour and a half unit equals 30 minutes. All Pre-ETS activities conducted during these breakout sessions must be clearly documented using the Pre-ETS Provision Form MDRS-VR-61.
Q5:	Is Military an option to highlight for counseling on Post Secondary Education and Training Opportunities?
A5:	No, the military is not an option to highlight during counseling on Post-Secondary Education and Training Opportunities; however, this type of counseling falls under the Pre-ETS category of Job Exploration Counseling. Discussing military careers helps

students understand the diverse roles and opportunities available within the military.

- Q6: Are contractors required to pay travel expenses for businesses participating in a Job Extravaganza?
- A6: Per Section 2.5 of the RFQ, "The contractor shall be responsible for covering all travelrelated expenses (e.g., lodging, mileage) incurred by businesses or speakers participating in the event.
- Q7: Is a bachelor's degree required for a designated individual (peer mentor, staff member, teacher, or volunteer) who is assigned to each student group during an event? If yes, please clarify why.
- A7: No, a bachelor's degree is not required for a designated individual (peer mentor, staff member, teacher, or volunteer) assigned to each student group during an event. However, to ensure the safety and well-being of students with disabilities and to align with Mississippi Department of Education standards, all such individuals must meet the minimum qualifications for assistant teachers.

  Acceptable qualifications include:
  - An Associate's degree or higher; or
  - At least two years or 48 college credit hours (with transcript verification); or
  - A high school diploma or GED along with verified WorkKeys® scores meeting state proficiency levels (typically a Silver Level certification or equivalent scores in Reading, Applied Mathematics, and Writing).

All qualifications must be submitted to the agency for review and approval prior to the event. This requirement ensures individuals assigned to work with students are appropriately vetted and qualified, consistent with state educational standards and the agency's commitment to student safety.

- Q8: Is this a RFQ or is it an RFP? Language on pages reference a proposal.
- A8: This is a Request for Qualifications (RFQ) in which MDRS sets the price for the services provided. Per section 5.1, you will still submit a proposal for how the services are going to be provided.
- Q9: Section 5 indicates proposal requirements. Can you clarify why the "Management Summary" and "Proposal" is to be "unmarked?"
- A9: These sections are required to be "unmarked" so that the evaluation committee does not know whose submission they are scoring. This helps to ensure fairness in the evaluation process.

- Q10: If a student has a referral for Pre-ETS, will they need a second referral to attend a JE?
  "Services provided without a completed Referral for Contracted Pre-ETS Services Form
  (MDRS-VR-100) will not be paid by MDRS-OVR/OVRB."
- A10: No, but the referral must include all Pre-ETS activities that will be provided at the Job Extravaganza event and the chosen provider must be on the referral. If not, the referral would need to be amended prior to the student attending the event.
- Q11: Are fingerprints required for a designated individual (peer mentor, staff member, teacher, or volunteer) who is assigned to each student group during an event? If yes, please clarify why.
- A11: Since these individuals—whether peer mentors, staff, teachers, or volunteers—will be providing services to students with disabilities, Mississippi law requires that all school staff undergo fingerprinting. Accordingly, we will adhere to this standard to ensure student safety and comply with state regulations:
  - 1. Fingerprint Requirement Under Mississippi Law
    - Per Miss. Code Ann. § 37-9-17, school districts must require criminal background checks and fingerprinting for any individual—licensed or nonlicensed—who works in a school setting.
    - Charter schools and any contracted education service providers are similarly covered under Miss. Code Ann. § 37-28-49
  - 2. Volunteers and Staff Working with Students
    - 24 Miss. Code R. § 1-9.1.3 mandates fingerprinting for all employees and volunteers working with children, disqualifying individuals with criminal histories that raise safety concerns.

We will require fingerprinting for every designated individual assigned to student groups during these events. This aligns with Mississippi's statutory and regulatory requirements and demonstrates our commitment to prioritizing the safety and well-being of students with disabilities.

- Q12: For the individuals providing services to the students (not the contractor) does each person have to have a Bachelor's degree to work with the kids.
- A12: No, individuals providing services to students at these events are not required to have a Bachelor's degree. However, to ensure consistency with state standards and maintain the quality and safety of services delivered to students with disabilities, all individuals providing such services must meet the minimum qualifications for assistant teachers as outlined by the Mississippi Department of Education.

Acceptable qualifications for assistant teachers working with students include:

An Associate's degree or higher; or

- At least two years or 48 college credit hours (verified by transcript); or
- A high school diploma or GED, *plus* verification of WorkKeys® scores demonstrating proficiency (typically a Silver Level certification or equivalent scores in Reading, Applied Math, and Writing).

All qualifications for staff who will be working with students must be submitted to the agency for review and approval prior to participation in any student-focused event. This requirement is in place to ensure compliance with state guidelines and to protect the well-being of students with disabilities being served.

- Q13: Does the contractor have the authority to conduct events in the school gym with permission from the principal Im asking because the schools I will be servicing will be far from each other, and from what it is written in the contract, it will be hard to get 5 hours for an event if you add travel to and from and for the students to get back to the school to go home.
- A13: The Provider is responsible for securing the location which could be at a school gym if approved by the school.
- Q14: Also is this RFQ the same as the Job Extravaganza RFQ.?
- A14: This RFQ is only for the Job Extravaganza events.
- Q15: Also when submitting numbers for possible kids serviced, this is with all the schools?
- A15: Yes
- Q16: If approved. The contract is renewed for only 4 years, and if after that, I will have to reapply if I want to continue to do this RFQ.
- A16: Yes, all applicants would have to reapply after that point.
- Q17: In Exhibit B (page 39), under the Compensation section, it states: "MDRS agrees to compensate the Contractor at the rate of Ninety Dollars (\$90.00) per hour per student." However, on page 4, Section 2.1, the Compensation for Services table lists different rates based on the Pre-ETS category and whether services are provided individually or in a group—none of which are \$90.

### Could you clarify which structure is correct, or if the Exhibit B language is outdated?

A17: The chart on page 4, Section 2.1 is the correct rate. The Exhibit B language is outdated.

Respondents shall acknowledge receipt of any amendment to the solicitation by signing and returning the amendment with the response. The acknowledgment must be received by MDRS by the submission deadline.

Company Name: Challenge Solutions, Inc.
Signature and Date: Jant Ford 7

# STATE OF MISSISSIPPI DEPARTMENT OF REHABILITATION SERVICES CONTRACT FOR PROFESSIONAL SERVICES

- 1. <u>Parties.</u> The parties to this contract are the Mississippi Department of Rehabilitation Services (hereinafter "MDRS") and Challenge Solutions, Inc. (hereinafter "Contractor").
- 2. <u>Purpose.</u> The purpose of this contract is for MDRS to engage Contractor to provide certain professional services as set forth in RFQ 3120003152, issued by MDRS and incorporated herein by reference. Contractor is one of the vendors selected through the above referenced RFQ.
- 3. General Terms and Conditions. This contract is hereby made subject to the terms and conditions included in Exhibit "A", attached hereto and incorporated herein, captioned "General Terms and Conditions."
- 4. <u>Scope of Services.</u> Contractor will perform and complete in a timely and satisfactory manner the services described in Exhibit "B", attached hereto and incorporated herein, captioned "Scope of Services."
- 5. <u>Consideration.</u> As consideration for the performance of the services referenced in Exhibit "B", MDRS agrees to compensate Contractor as provided in Exhibit "B", attached hereto and incorporated herein, captioned "Compensation."
- 6. <u>Period of Performance</u>. This contract will become effective for the period beginning September 12, 2025 and ending on September 11, 2026, upon the approval and signature of the parties hereto. MDRS has the option to renew the contract for four (4) successive one-year period(s).
- 7. <u>Notices.</u> All notices required or permitted to be given under this agreement must be in writing and personally delivered or sent by certified United States mail, postage prepaid, return receipt requested, to the party to whom the notice should be given at the address set forth Exhibit "C", attached hereto and incorporated herein, captioned "Notifications."
  - In witness whereof, the parties hereto have affixed, on duplicate originals, their signatures on the date indicated below, after first being authorized so to do.

DATE	Ву:	Samandra Murphy, Chief of Staff Mississippi Department of Rehabilitation Services
	By:	Canet Lord
DATE	MANAGEMENT CONTRACTOR AND	Challeny Solution, Dre
		Contract #26-331-6000-XXX

### **EXHIBIT A**

### GENERAL TERMS AND CONDITIONS

- 1. 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.
- 2. <u>Applicable Law.</u> 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.
- 3. Attorneys' 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.
- 4. Availability of Funds. It is expressly understood and agreed that the obligation of MDRS 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, MDRS shall have the right upon 10 business days written notice to Contractor, to terminate this agreement without damage, penalty, cost or expense to the MDRS of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.
- 5. <u>Compliance with Equal Opportunity in Employment Policy.</u> Contractor understands that the MDRS 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.
- 6. <u>Compliance with Laws.</u> 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.
- 7. Conflict of Interest. Contractor represents, to the best of his or her knowledge and belief, that this contract does not present the Contractor with a conflict of interest with respect to any past, current, or potential contract or employment such that the Contractor would be unable to perform impartially and without bias. Contractor must also refrain from using confidential or protected personally identifiable information for any other purpose other than to perform the duties required by this contract.

- 8. <u>Disputes.</u> Any dispute concerning a question of fact arising under this Contract shall be disposed of by good faith negotiation between duly authorized representative of MDRS and the Contractor. Disputes that cannot be resolved in this manner shall be determined by a court of competent jurisdiction in Hinds County, Mississippi. Pending final decision of a dispute, the Contractor shall proceed diligently with the performance of its obligation in this agreement.
- 9. <u>E-Payment.</u> 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 "Timely Payments for Purchases by Public Bodies" laws, which generally provide for payment of undisputed amounts by the Agency within 45 calendar days of receipt of invoice. Mississippi Code Annotated § 31-7-301, et seq
- 10. <u>E-Verification</u>. 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 MDRS 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.

- 11. <u>Entire Agreement.</u> This Contract, RFQ 3150003186, and the Contractor's submitted Statement of Qualifications constitute the entire agreement of the parties with respect to the subject matter contained herein and supersedes and replaces any and all prior negotiations, understandings and agreements, written or oral, between the parties relating thereto.
- 12. <u>Failure to Deliver</u>. In the event of failure of Contractor to deliver services in accordance with the contract terms and conditions, MDRS, after due oral or written notice, may procure the services from other sources and hold Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that MDRS may have.
- 13. <u>Failure to Enforce.</u> Failure by MDRS at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of MDRS to enforce any provision at any time in accordance with its terms.
- 14. Force Majeure. Each party shall be excused from performance for any period and to the extent that it is prevented from performing any obligation or service, in whole or in part, as a result of causes beyond the reasonable control and without the fault or negligence of such party and/or its subcontractors. Such acts shall include without limitation acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, earthquakes, floods, or other natural disasters ("force majeure events"). When such a cause arises, Contractor shall notify the State immediately in writing of the cause of its inability to perform, how it affects its performance, and the anticipated duration of the inability to perform. Delays in delivery or in meeting completion dates due to force majeure events shall automatically extend such dates for a period equal to the

- duration of the delay caused by such events, unless the State determines it to be in its best interest to terminate the agreement.
- 15. <u>HIPAA Compliance.</u> Contractor agrees to comply with the "Administrative Simplification" provisions of the Health Insurance Portability and Accountability Act of 1996, including electronic data interchange, code sets, identifiers, security, and privacy provisions, as may be applicable to the services under this contract.
- Indemnification. To the fullest extent allowed by law, Contractor shall indemnify, defend, save and hold harmless, protect, and exonerate the agency, its commissioners, board members, officers, employees, agents, and representatives, and the State of Mississippi from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever including, without limitation, court costs, investigative fees and expenses, and attorney's fees, arising out of or caused by Contractor and/or its partners, principals, agents, employees and/or subcontractors in the performance of or failure to perform this agreement. In the State's sole discretion upon approval of the Office of the Mississippi Attorney General, Contractor may be allowed to control the defense of any such claim, suit, etc. In the event Contractor defends said claim, suit, etc., Contractor shall use legal counsel acceptable to the Office of the Mississippi Attorney General. Contractor shall be solely responsible for all costs and/or expenses associated with such defense, and the State shall be entitled to participate in said defense. Contractor shall not settle any claim, suit, etc. without the concurrence of the Office of the Mississippi Attorney General, which shall not be unreasonably withheld.
- 17. Independent Contractor Status. Contractor shall, at all times, be regarded as and shall be legally considered an independent contractor and shall at no time act as an agent for the State. Nothing contained herein shall be deemed or construed by the State, Contractor, or any third party as creating the relationship of principal and agent, master and servant, partners, joint ventures, employer and employee, or any similar such relationship between the State and Contractor. Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any acts of the State or Contractor hereunder creates, or shall be deemed to create a relationship other than the independent relationship of the State and Contractor. Contractor's personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of the State. Neither Contractor nor its employees shall, under any circumstances, be considered servants, agents, or employees of MDRS, and MDRS shall be at no time legally responsible for any negligence or other wrongdoing by Contractor, its servants, agents, or employees. MDRS shall not withhold from the contract payments to Contractor any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to Contractor. Further, MDRS shall not provide to Contractor any insurance coverage or other benefits, including Worker's Compensation, normally provided by the State for its employees.
- 18. <u>Insurance</u>. The Contractor represents that it will maintain workers' compensation insurance as required by the State of Mississippi which shall inure to the benefit of all the Contractor's personnel provided hereunder. The Mississippi Department of Rehabilitation Services reserves the right to request from carriers, certificates of insurance regarding the required coverage. Insurance carriers must be licensed or hold a Certificate of Authority from the Mississippi Department of Insurance.
- 19. <u>Modification or Renegotiation.</u> This agreement may be modified 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.
- 20. <u>No Limitation of Liability.</u> 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.

- 21. <u>Non-solicitation of Employees.</u> Each party to this agreement agrees not to employ or to solicit for employment, directly or indirectly, any persons in the full-time or part-time employment of the other party until at least six (6) months after this agreement terminates unless mutually agreed to in writing by the State and Contractor.
- 22. Ownership of Documents and Work Papers. MDRS shall own all documents, files, reports, work papers and working documentation, electronic or otherwise, created in connection with the project which is the subject of this agreement, except for Contractor's internal administrative and quality assurance files and internal project correspondence. Contractor shall deliver such documents and work papers to MDRS upon termination or completion of the agreement. The foregoing notwithstanding, Contractor shall be entitled to retain a set of such work papers for its files. Contractor shall be entitled to use such work papers only after receiving written permission from MDRS and subject to any copyright protections. Notwithstanding anything to the contrary, the above information and/or materials do not include any Contractor Pre-existing Material, including but not limited to material that was developed prior to the Effective Date that is used, without modification, in the performance of the Agreement. "Contractor Pre-existing Material" means curriculum (including but not limited to the Next Up curriculum, its videos, and lesson plans), materials, code, methodology, concepts, process, systems, technique, trade or service marks, copyrights, or other intellectual property right developed, licensed or otherwise acquired by Contractor, independent of the services to be rendered under this agreement. To the extent the above described information and/or materials contain Contractor Pre-existing Material, Contractor hereby grants to MDRS an irrevocable, perpetual, nonexclusive, royalty-free, world-wide license to use, execute, reproduce, display, perform, and distribute copies of Contractor Pre-existing Material, but only as they are incorporated into and form a part of the works developed for MDRS pursuant to this agreement.

Additionally, Contractor assures that any and all information regarding clients of MDRS will be kept strictly confidential pursuant to 34 CFR 361.38 and will become the property of MDRS. Contractor assures that MDRS shall have full access to all information collected. The Contractor is prohibited from use of the above described information and/or materials without the express written approval of MDRS.

Paper documents containing Personally Identifiable Information must be destroyed by burning, pulping, shredding, macerating, or other similar means that ensures the information cannot be recovered. If there are electronic devices and media (for example, computers, disk drives, CD's, Jump/Flash drives, magnetic tape, etc.) that need to be disposed of, please contact MDRS for further guidance on approved methods on destroying electronic devices and related media.

- 23. Paymode. Payments by MDRS 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 MDRS 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.
- 24. <u>Personally Identifiable Information.</u> Contractor will not disclose or release any Personally Identifiable Information (PII) to which the Contractor has access except as required to do so to authorized employees and officials within the scope of the Contractor's duties under this contract. Furthermore, Contractor acknowledges that any unauthorized disclosure of the information provided under this contract may violate the terms of Section 1106 of the Social Security Act and the Privacy Act, 5 U.S.C. 552a and subject the Contractor to penalties.
- 25. Procurement Regulations. This contract shall be governed by the applicable provisions of the Public

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

- 26. <u>Property Rights.</u> Property rights do not inure to Contractor until such time as services have been provided under a legally executed contract. Contractor has no legitimate claim of entitlement to the provision of work hereunder and acknowledges that the MDRS may terminate this contract at any time for its own convenience.
- 27. Record Retention and Access to Records. Provided Contractor is given reasonable advance written notice and such inspection is made during normal business hours of Contractor, the State or any duly authorized representatives shall have unimpeded, prompt access to any of Contractor's books, documents, papers, and/or records which are maintained or produced as a result of the project for the purpose of making audits, examinations, excerpts, and transcriptions. All records related to this agreement shall be retained by Contractor for three (3) years after final payment is made under this agreement and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this project is commenced before the end of the three (3) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the three (3) year period, whichever is later.
- 28. Recovery of Money. Whenever, under the contract, any sum of money shall be recoverable from or payable by Contractor to MDRS, the same amount may be deducted from any sum due to Contractor under the contract or under any other contract between Contractor and MDRS. The rights of MDRS are in addition and without prejudice to any other right MDRS may have to claim the amount of any loss or damage suffered by MDRS on account of the acts or omissions of Contractor.
- 29. 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 or proposal.
- 30. 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 MDRS 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 MDRS 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.
- 31. Requirements Contract. During the period of the contract, Contractor shall provide all the service described in the contract. Contractor understands and agrees that this is a requirements contract and that the Mississippi Department of Rehabilitation Services shall have no obligation to Contractor if no services are required. Any quantities that are included in the scope of work reflect the current expectations of the Mississippi Department of Rehabilitation Services for the period of the contract. The amount is only an estimate and Contractor understands and agrees that MDRS is under no obligation to Contractor to buy any amount of the services as a result of having provided this estimate or of having any typical or measurable requirement in the past. Contractor further understands and agrees that MDRS may require services in an amount less than or in excess of the

estimated annual contract amount and that the quantity actually used, whether in excess of the estimate or less than the estimate, shall not give rise to any claim for compensation other than the total of the unit prices in the contract for the quantity actually used.

- 32. Right to Audit. Contractor shall maintain such financial records and other records as may be prescribed by MDRS 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 MDRS, 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. Severability. If any part of this agreement is declared to be 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 provisions in compliance with applicable law.
- 34. Stop Work Order. The MDRS 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 MDRS. 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 MDRS. Upon expiration of the stop work order, Contractor shall resume providing the services which were subject to the stop work order, unless the MDRS has terminated that part of the agreement or terminated the agreement in its entirety. The MDRS is not liable for payment for services which were not rendered due to the stop work order.

### 35. Termination.

Termination for Convenience. The MDRS may, when the interests of the Agency so require, terminate this contract in whole or in part, for the convenience of the Agency. The MDRS 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 MDRS 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 MDRS may terminate the contract for default and the Contractor will be liable for the additional cost to the MDRS 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.

36. <u>Trade Secrets, Commercial and Financial Information.</u> 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.

- 37. Required Public Records and Transparency. Upon execution of a contract, the provisions of the contract which contain the personal or professional services provided, the unit prices, the overall price to be paid, and the term of the contract shall not be deemed to be a trade secret or confidential commercial or financial information pursuant to Mississippi Code Annotated § 25- 61-9(7). The contract shall be posted publicly on www.transparency.ms.gov and shall be available for at the Agency for examination, inspection, or reproduction by the public. The contractor acknowledges and agrees that the MDRS 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.
- 38. Waiver. No delay or omission by either party to this agreement in exercising any right, power, or remedy hereunder or otherwise afforded by contract, at law, or in equity shall constitute an acquiescence therein, impair any other right, power or remedy hereunder or otherwise afforded by any means, or operate as a waiver of such right, power, or remedy. No waiver by either party to this agreement shall be valid unless set forth in writing by the party making said waiver. No waiver of or modification to any term or condition of this agreement will void, waive, or change any other term or condition. No waiver by one party to this agreement of a default by the other party will imply, be construed as or require waiver of future or other defaults.
- 39. Approval Clause. 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.

### **EXHIBIT "B"**

### SERVICES AND COMPENSATION

### SCOPE OF SERVICES

In fulfillment of the purposes of this Agreement, the Contractor shall provide MDRS with the professional services needed to create and host comprehensive training events for MDRS clients. Services shall be provided in accordance with the terms set forth in the Request for Qualifications RFQ 3120003152 issued by MDRS, and are further described in Exhibit "D", captioned "Statement of Qualifications", attached hereto and made a part hereof by reference.

### COMPENSATION

In furtherance of the performance of the services referenced above, MDRS agrees to compensate the Contractor at the rates listed below. Purchases under this Agreement shall be subject to any limitations contained in Exhibit D. Contractor agrees to ensure the funds subject to this Agreement are used in accordance with conditions, requirements and restrictions of federal, state and local laws, as well as any terms and conditions set forth in the Request for Qualifications.

Pre-Employment Transition Services	Group Rate	Individual Rate
Workplace Readiness Training	\$75.00 per unit/per student	\$85.00 per unit/per student
Work Based Learning Experience	\$100.00 per unit/per student	\$110.00 per unit/per student
Job Exploration Counseling	\$75.00 per unit/per student	\$85.00 per unit/per student
Counseling on Post Secondary Education and Training Opportunities	\$75.00 per unit/per student	\$85.00 per unit/per student
Instruction in Self- Advocacy Training	\$75.00 per unit/per student	\$85.00 per unit/per student

The Contractor shall invoice MDRS monthly as needed. The final invoice to MDRS shall be sent within thirty (30) days after the Agreement ending date. The invoice should have appropriate documentation substantiating actual expenses.

It is expressly understood and agreed that in no event will the total compensation to be paid hereunder exceed the specified amount of XXXXXXXX Dollars (\$XX,XXX.XX).

# **EXHIBIT "C"**

#### **NOTIFICATIONS**

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

For MDRS:

Billy Taylor, Executive Director

Mississippi Department of Rehabilitation Services

Post Office Box 1698

Jackson, Mississippi 39215-1698

[with Copy to Contract Coordinator]

For the Contractor: Dr. Janet Ford, PhD

Challenge Solutions, Inc. 2724 Oak Tree Cove

Benton, AR 72019

# **EXHIBIT D**

# **Statement of Qualifications**

[Contractor's proposal shall be detailed within this Exhibit.]

See following page(s).

# Written Qualifications

# RFQ 3120003152

# **Respondent:**

Challenge Solutions, Inc.

2724 Oak Tree Cove

Benton, AR 72019

(Place of Performance: Mississippi Department of Rehabilitation Services District I and III)

Age of Business: 6 years

Average Number of Employees: 21

# **Staff Qualifications/Experience:**

Janet Ford, PhD

- 40 years vocational/special education/administrative experience
- Lifetime teaching license (attached)

# Hazel Scroggins

- 40 years special education (low incidence job placement) experience
- Lifetime teaching license (attached)

# Shirley Carr

- 6 years developmental assistant experience/special education teacher
- Teaching license (attached)

#### Landon Haynes

- 25 years general, mechanical, electrical, and roofing construction
- Appropriate license (attached)

# **Curtiss Scroggins**

- 2 years developmental assistant experience (van driver)
- Appropriate license (attached)

Additional staff from local areas will be hired as needed with all appropriate background checks and certifications.

# **Additional Contracts:**

A listing of recent contracts/documents similar in scope, size, or discipline, within the past year are attached. (See Attachment G)

# Personnel Availability:

Above personnel are available for daily work in Districts I and III

# **Equipment Availability:**

See attached Asset list

#### **Facilities Availability:**

Preliminary leaseholds identified in towns with known eligible clients (Districts I and III)

# **Record of Past Performance:**

Principal has 40 years of experience in creating, implementing, supervising similar programs in multiple states/jurisdictions

Challenge Solutions, Inc. proposes providing comprehensive training events according to MDRS guidelines and the following outline:

# Goal:

Our goal is to meet the needs of students and families where they live and provide a realistic and meaningful avenue for competitive employment opportunities in the local community.

#### Purpose:

To provide training and transition services via a "hands-on" model. By observation, experience, and practice, students are provided real time experiences in the fields available in their respective region.

# Methodology:

- 1. Provide hands-on opportunities to learn tasks associated with common NAICS jobs
- 2. Engage all students with post-secondary training or educational opportunities
- 3. Expand the knowledge base of all student attendees
- 4. Support students and families with significant disabilities
- 5. In reference to events, a group is defined as 3 or more students, while an individual refers to 1 or 2 Students

# Measurement/Reporting:

We will provide pre-event training for students and schools as needed and conduct post-event follow-up interviews with participating businesses, schools, and attending students. These interviews will gather feedback on successful aspects and areas for improvement to enhance future events.

- 1. Evidence of attendance by registration, sign in, participation photos/videos
- 2. Exit survey via QR code, video, and review board
- 3. All required MDRS forms will be completed and submitted for each student attending the event. This will include the event participation details, student specific observations, accommodation and support, contractor signature, and approval.

# **Events:**

We will secure a suitable event venue which provides sufficient space, accessibility, and parking to accommodate all planned activities. Transportation will be arranged for all events outside normal school hours. We will provide all necessary equipment and supplies required for the event, snacks, and catered meal. All expenses will be borne by the Contractor.

We propose to serve districts I and III with a maximum of 24 events per year.

# Locations:

We are delta region specialists and have the capacity to serve the entire delta region.

Identified clients will drive the number of events. We stand ready and able to provide events anytime or place within our assigned region in conjunction with MDRS staff.

#### Publicity/Collaboration:

We will collaborate with the MDRS Office of Communications and local school districts to provide outreach about each event. Together, we will coordinate event publicity across social media, newspapers, television, and other platforms. All promotional material will be approved by MDRS staff.

#### Schedule:

9am - 2pm

9:00-9:30 Check In/Tags

9:30-11:30 Rotations to visit vendors (schools, trades, community partners)

11:30-12:30 Luncheon with speaker/entertainment

12:30-1:00 Individual speakers

1:00-2:00 Rotations/exit checks

# Staffing:

All staff are licensed, credentialed, and have current background checks. Future staffing will be held to the same standards.

All staff will adhere to the MDRS Client Services Policy and Procedure Manual.

All employees meet the training and experience requirements as outlined in the RFQ.

# Possible Presenters:

- Tradesmen (local) florist, construction, plumbing, electrical, HVAC, related services with interactive models
- Trade school/University/College representative
- Business Owners/Potential Employers in the area
- MS State Agencies (DOT, Agri, Finance, Social Services, Early Childhood Care & Development))
- Federal Agencies (USDA, law enforcement, HeadStart)
- Pop up retail to replicate competitive employment
- Pop up Foodservice to replicate competitive employment

# **Hands On Rotations will include:**

- Food carts opportunity to experience food service work by following ServSafe guidelines (gloves, hairnet, serving size, temperature) in a controlled environment
- Retail carts opportunity to experience retail sales by unboxing, hang/fold, making sales

#### Trades:

- Plumbing learn to install and connect a sink
- Painting Techniques to paint wall/trim, brush size, etc
- HVAC introduction to HVAC components and opportunity to handle/ask questions
- Carpentry/Roofing opportunity to build with modified tools

# Community Involvement:

- Opportunities to visit with schools regarding enrollment requirements
- Opportunities to visit with local business and learn about qualifications for employment

Company Name: Challinge Solutions, Inc.				
Signature and Date: Land Ford	7/	2	25	
Name and Title: Janet Ford, PhD owner	1			

# Dr. Janet Ford 2724 Oak Tree Cove Benton, AR 72019 (501) 529-0106

e-mail: Dr.Janet.Ford@gmail.com

#### **Education:**

University of Arkansas BSE **Business/Vocational Education** University of Arkansas MEd Special Ed-Visually Impaired University of Arkansas **MEd** Adult Education Walden University PhD Special Education/Leadership University of Alabama Post-Doctoral Orientation & Mobility Virginia Commonwealth University Supported Employment Certification

#### Experience:

- Arkansas Pre-ETS and Older Blind Program, Arkansas Vendor, 2011-present (Arkansas Vendor 100238460)
- RSA Grant Review Committee (SAM.gov: TG7JS99KHGF6/Cage Code 7EW77)) 2011-present
- Special Education Consultant: St. Andrews University, Laurinburg, North Carolina 2017-present
- Special Education/Pre-ETS Consultant: Pulaski County School District, Diocese of Little Rock, Alma Schools 2015-present (Staff provide direct, indirect and consultative services)
- Special Education Supervisor, Pulaski County School District, Little Rock, Arkansas 2009-2016
- Superintendent/Director, Louisiana School for the Visually Impaired, Baton Rouge, Louisiana 2004-2009
- Government Appointee, US Department of Health & Human Services (National Disaster Management Services/Gulf Coast Hurricanes: Katrina, Rita, Ike, Gustav) Joint Field Operations, Baton Rouge, Louisiana 2005-2009
   Special Needs/Social Services
- Special Education Administrator, Little Rock School District, Little Rock, Arkansas 2001-2004
- Vocational/Business/Technology Instructor, Arkansas School for the Blind, Little Rock, Arkansas 1997-2001
- Adjunct Instructor/ Curriculum Development, University of Arkansas, North Little Rock, Arkansas 1997-2009
- Vocational/Business/Technology Instructor, American Business College/City Business College, Fayetteville, Arkansas
   Developed curriculum, taught courses, supervised personnel 1983-1997

#### Licensure:

Multi-State Teaching Credentials in: Administration (P-12), Early Childhood (P-04), Middle Childhood Language Arts/Social Studies (04-08), Middle Childhood Science/Math (04-08), Special Education Instructional Specialist (04-12), Special Education Instructional Specialist (P-04), Business Education Secondary Endorsement (07-12), Business Education Vocational Endorsement (07-12), Business Technology (07-12), Adult Education (Post-Secondary), Special Education Vision Specialist (K-12)

Centers for Medicare/Medicaid National Provider Identifier (NPI): 1740833094 Arkansas Medicaid Provider: 180545795



# ARKANSAS

# DEPARTMENT OF EDUCATION EDUCATOR'S LICENSE

JANET MALINA FORD

TYPE

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GRADE LEVEL		PK - 4	4 - 8	7 - 12	7 - 12	4-8	PK - PS	4 - 12	PK - 4	4 - 12	4 - 12
#YPE		Lifetime	Lifetime	Lifetime	Lifetime	Lifetime	Lifetime	Lifetime	Lifetime	Lifetime	Lifetime
AREA		Early Childhood Education	Middle Childhood Lang Arts/SS	Business Ed/Sect Endors	Business Ed/Voc Endors	Middle Childhood Science/Math	Adult Educ	Special Ed Inst Specialist	Special Ed Ech Inst Specialist	Special Ed Visual Specialist	Business Technology
CODE		100	002	031	036	168	229	230	231	234	250



# ARKANSAS

# DEPARTMENT OF EDUCATION EDUCATOR'S LICENSE

JANET MALINA FORD

AREA

CODE

Curr/Prog Admin (Spec Ed) Secondary Principal

320 403

TYPE

GRADE LEVEL

VALID TO

VALID FROM

DOCTORATE

PK - 12 5- 12

1/1/2018

-- Invalid Below this line --

Lifetime Lifetime

# Hazel Scroggins

17 Wagon Wheel Court Little Rock AR, 72211 501-352-5203 hsdelta75@gmail.com

**EXPERIENCE** 

UNIVERSITY OF ARKANSAS AT FAYETTEVILLE - FAYETTEVILLE, AR

Trainer - Mar. 2000 - present

PULASKI COUNTY SPECIAL SCHOOL DISTRICT - LITTLE ROCK, AR

Special Education Teacher — Oct. 1978 - June 2010

DAISY BATES ELEMENTARY - LITTLE ROCK, AR Pre-K Teacher - Jan. 1979 - Aug. 1980

**EDUCATION** 

**OUCHITA BAPTIST UNIVERSITY, ARKADELPHIA, AR** 

Master of Science in Education — Aug. 1980

PHILANDER SMITH COLLEGE, LITTLE ROCK, AR

Bachelor of Arts in Education — May 1978

**CERITIFICATIONS** 

Special Education K-12 Reading Specialist K-12

Early Childhood Special Education P-4 DDS Certified Case Management DDS Service Coordinator

**MEMBERSHIPS** 

National Education Associates Arkansas Education Association Pulaski Association Classroom Teacher

**REFERENCES** 

Ms. Carol L. Parker

Carol.L.Parker@dhs.arkansas.gov

501-682-5787 PO Box 1437 N 504

Little Rock, AR 72203-1437

Ms. Barbara Gilkey 501-541-0656 bjgilkey@gmail.com Hugs For Kids PO Box 164316 Little Rock AR 72216

Mr. Matthew Mellor 501-821-7000 Elementary Principal Lawson Elementary 19901 Lawson Road Little Rock, AR 72210

# State of Arkansas

# **EDUCATOR LICENSE**

By virtue of the authority vested in the Arkansas State Board of Education, we hereby issue this Educator License to

# HAZEL RAMSEY SCROGGINS

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

CID: 13686								
Code	Area	Туре	Grade Level	Valid From	Masters Valid To			
082	Secondary Physical Education	Lifetime	7 - 12	7/14/2020				
230	Special Ed Inst Specialist	Lifetime	4 - 12	7/14/2020				
231	Special Ed Ech Inst Specialist	Lifetime	PK - 4	7/14/2020				
297	Reading Specialist	Lifetime	PK - 8	7/14/2010				
298	Reading Specialist	Lifetime	7 - 12	7/14/2020				



COMMISSIONER OF EDUCATION

MANAGER - EDUCATOR LICENSURE

# **Shirley Marie Carr**

# 10 Wilbur ct., Little Rock, AR 72206

# Cell (501) 442-1030

# **Qualifications**

I have progressed through the field of Education, occupying a variety of positions to increase my knowledge and widen my field of expertise. I am currently a Special Education Teacher for Kindergarten and 1st grade students with mild to severe disabilities, with a focus on ASD and early intervention. The field of Education is a progressive field that requires an ambitious individual to continue their progression and expand their knowledge base in multiple areas of Education. Teaching children with exceptionalities and helping families learn how to assist their child in becoming self-sufficient and successful to the highest level possible for each child will always be my passion. What I lack in experience, I make up for in hard work and love for each child with whom I work. Customer service was one of my strongest career choices with 8+ years' experience to give me a firm foundation. Apart from customer service, I was promoted into management, giving me 5 years of experience. My skills include a wide variety of management duties such as daily paperwork consisting of sales reports, production reports, scheduling, shipment/receiving, safety procedures in a variety of work environments. I am a strong promoter of company policy and ensuring that the job is done efficiently. My skills have developed over a variety of jobs and work environments to give me a better understanding of people and the proper way to run a business. I have had odd jobs throughout my work history such as fast food, upscale retail, thrift shop retail, and a call center for multiple sclerosis and healthcare. I earned my CNA license in the state of Arkansas and work with elderly patients. I also attended CDA classes from July 2012 to November 2012 and earned my CDA certificate in February 2013. Among all my trades and skills learned, hard work, honesty and dependability is what helps me exceed employers' expectations.

- Customer service
- Assisting with hiring/training employees
- Marketing/Merchandising
- Shipment/Receiving
- Scheduling
- Efficient at promoting sales and motivating employees to do the same.
- Ability to work well in any environment, fast/slow pace, team/solo and a variety of personality types.
- CNA license (expired)
- Resolving customer issues
- Resolving employee issues

- Thrift store experience
- Jewelry Boutique experience
- Skin care retail experience
- Housekeeping
- Successful innovative ideas
- 100% accuracy on all financial collections within retail.
- Ear Piercing Certified
- Word, Excel, PowerPoint experience, 40 WPM
- Efficient in high stressed environments
- CDA Certificate
- Varied experience in working with children with a range of disabilities.
- Experience/assisted with IEP's, IFSP
  - Behavior plans
  - o Evidence based practices
  - o Updating goals and objectives

# **Current Occupation**

# Pulaski County Special School District- Daisy Bates Elementary

Job Title: REACH Intervention/Transition K-1 SPED Teacher

Pay Rate: 42,000 Annual Salary

Supervisor: Masako Christian (Principal)

Job Duties: This class is designed to help learners of all styles and backgrounds who require their learning experience to be more specialized than their peers and who benefit from a smaller class size, so that each learner has the opportunity to receive the attention they need to learn the required Kindergarten and 1st grade standards and to successfully move on to the second grade in general education classroom, with or without special education services. I utilize a variety of curriculum, including STAR and other ABA strategies, Phonics First, Heggerty and Everyday Math to close the gap and successfully transition students to a general education classroom

- 1. Assess the needs of individual students.
- 2. Determine students' strengths and weaknesses.
- 3. Develop behavior management programs for individual students as needed.
- 4. Maintain and utilize data collection to monitor and analyze student progress.
- ${\it 5. Develop\ an\ individual\ education\ plan/specific\ program\ for\ each\ student\ based\ on\ diagnostic/assessment\ data.}$
- 6. Utilize instructional strategies to implement individual education plans for each student.
- 7. Create and maintain an atmosphere conducive to learning in both appearance of instructional station

and activities therein.

- 8. Counsel with students on individual needs for their academic, personal, social and career improvement.
- 9. Ensure that substitutes will have all information necessary for effective instruction.
- 10. Plan, prescribe and direct the learning activities of students.
- 11. Prepare and follow effective lesson plans.
- 12. Train and supervise para-educators and volunteers.
- 13. Follow adopted district guidelines and procedures for implementation of programs for students identified as having special needs.
- 14. Participate as a team member in all aspects of a student=s educational program.
- 15. Assist in development of school and district curriculum.
- 16. Supervise students in corridors, in restrooms, in lunch rooms and on school grounds in accordance with district policy.
- 17. Assist in the enforcement of school regulations at all times.
- 18. Participate in all prescribed service programs.
- 19. Maintain and make reports on necessary records for pupil accounting, pupil progress, material and equipment inventories.
- 20. Check attendance and report absence and tardies.
- 21. Submit required special education reports and student progress reports.
- 22. Sponsor clubs and activities on an equitable basis.
- 23. Inform parents of each student=s education program regularly through home visits, phone calls, etc. and work to make parents an integral part of the team.
- 24. Schedule, attend and complete required paperwork for Programming/Annual Review Conference/Referral Conference/Re-evaluation, etc.
- 25. Attend and participate in evaluation conferences.
- 26. Take responsibility for issued materials and equipment.
- 27. Maintain special education files.
- 28. Have a working knowledge of all federal and state legislation and regulations which pertain to the rights and responsibilities of students with disabilities.
- 29. Know Board of Education policies, Desegregation Plan, district and school guidelines/regulations and adhere to the same.
- 30. Other duties as assigned.

# Job History

# Pulaski County Special School District- Joe T. Robinson Middle School

Job Title: Special Education Teacher- Life Skill-6th-8th

Pay Rate: \$40,000 Annual Salary

Supervisor: Ya Appiah-McNulty (Building Principal) / Stephanie Cole (Director of Special

Education)

#### **Job Duties:**

1. Assess the needs of individual students.

- 2. Determine students' strengths and weaknesses.
- 3. Develop behavior management programs for individual students as needed.
- 4. Maintain and utilize data collection to monitor and analyze student progress.
- 5. Develop an individual education plan/specific program for each student based on diagnostic/assessment data.
- 6. Utilize instructional strategies to implement individual education plans for each student.
- 7. Create and maintain an atmosphere conducive to learning in both appearance of instructional station and activities therein.
- 8. Counsel with students on individual needs for their academic, personal, social and career improvement.
- 9. Ensure that substitutes will have all information necessary for effective instruction.
- 10. Plan, prescribe and direct the learning activities of students.
- 11. Prepare and follow effective lesson plans.
- 12. Train and supervise para-educators and volunteers.
- 13. Follow adopted district guidelines and procedures for implementation of programs for students identified as having special needs.
- 14. Participate as a team member in all aspects of a student's educational program.
- 15. Assist in development of school and district curriculum.
- 16. Supervise students in corridors, in restrooms, in lunch rooms and on school grounds in accordance with district policy.
- 17. Assist in the enforcement of school regulations at all times.
- 18. Participate in all prescribed service programs.
- 19. Maintain and make reports on necessary records for pupil accounting, pupil progress, material and

equipment inventories.

- 20. Check attendance and report absence and tardies.
- 21. Submit required special education reports and student progress reports.
- 22. Sponsor clubs and activities on an equitable basis.
- 23. Inform parents of each student's education program regularly through home visits, phone calls, etc. and work to make parents an integral part of the team.
- 24. Schedule, attend and complete required paperwork for Programming/Annual Review Conference/Referral Conference/Re-evaluation, etc.
- 25. Attend and participate in evaluation conferences.
- 26. Take responsibility for issued materials and equipment.
- 27. Maintain special education files.
- 28. Have a working knowledge of all federal and state legislation and regulations which pertain to the rights and responsibilities of students with disabilities.
- 29. Know Board of Education policies, Desegregation Plan, district and school guidelines/regulations and adhere to the same.
- 30. Other duties as assigned.

# Pulaski County Special School District- Joe T. Robinson High School

Job Title: Para-Professional-Individual Support

Pay Rate: \$13.75 hourly

Supervisor: Teresa Liberty (Dept Chair of SPED) / Stephanie Cole (Director of Special

Education) / Mary Bailey (Building Principal)

Job Duties: To provide support in all areas of need for an individual student, including areas of safety, academics, social interactions, and personal care needs.

UP Autism Center - 02/2018-01/2019

Pay Rate: \$21 hourly

Supervisor: Sarah Smith-Previous Owner

Job Title: Registered Behavior Technician

**Job Duties:** I provided one-on-one support to young children with a diagnosis of Autism in a clinical and school based environment. I followed ABA strategies under the supervision of a BCBA.

HRS Consultants-Currently employed since June of 2013.

Pay Rate-\$30 per hour with Client. - 5-20 clients per week.

Supervisor- Hazel Scroggins (501) 352-5203

Job Title: Developmental Therapist Assistant

**Employment Date:** 07/ 2013-2017

# **Job Duties:**

I work with children, age birth to 3 years, who have not accomplished their developmental milestones due to various reasons. I also work with the family and/or teachers to assist in teaching the child the required skills needed to reach their age-appropriate developmental skills. I am flexible when it comes to meeting with the child and family, in order to best meet the needs of each individual child and their family. Therefore, I work in the home or in the daycare, school or any other facility that is considered a natural environment for the child. My job requires me to assist in developing and updating goals and objectives from the IFSP. I update notes in the CDS system on a weekly basis. I use strategies, games, and evidenced based practices when working with the child/family/teachers to reach goals specific to the IFSP. Each child typically receives one hour a week for Developmental Therapy, therefore, I focus on how to teach the adults with the most influence in the child's life, how to assist in teaching the child specific skills, so that the one hour of therapy is carried out all week in a natural environment.

# Grady's Restaurant

Pay Rate: \$3.00 + Tips Hourly/Server \$4.50+ Tips Hourly/Bartender \$13 hourly-Manager

Supervisor: Steve Gilbert (501) 904-2822

Job Title: Server/Bartender/Manager

Employment Date: Currently employed since April of 2017.

# **Job Duties:**

I assist in providing an excellent dining experience to a variety of customers. I try to individualize each diners' experiences in order to customize and better their dining experience. I practice food safety guidelines and handle cash/credit transactions. I also do side work such as rolling silverware, cleaning various parts of the restaurant, folding boxes, and other miscellaneous tasks.

# **UAMS Head Start Program**

Pay Rate: Start \$7.50 - End \$8.93

Supervisor: Kathy Bubin or Dee Mclemore

Job Title: Child Care Technician for age 6 weeks to 3 Years old.

Date of Employment: 09/2010-10/2013

# **Job Duties:**

I was responsible for a classroom of 4 children whose ages ranged from 6 weeks to 3 years old. These responsibilities included maintaining an individualized portfolio for each child. Within these portfolios, I would keep art samples, writing samples, daily observations, restrictions to diet and/or physical abilities, medications, Brigance test results, meetings with the family. I ensured the safety of all my children. I promoted good dental hygiene, social skills, physical maturity, toileting skills and hand washing. I also ensured we offered all components of a healthy meal twice daily and a healthy snack. Throughout the day, I taught children age-appropriate material in several areas such as science, math, literacy, writing, art, social studies, physical activities, music and cognitive strengths. I also would fill in for teachers at all Head Start sites and performed floater duties when I was not needed in my classroom due to absences. Before the children arrived and after they left for the day, I would clean and do a safety inspection in the classroom, of all the toys and outdoor play equipment. Miscellaneous tasks would be assigned and fulfilled per my supervisor.

# Goodwill Industries of Arkansas \*301 S. Rockwood Dr. (501) 941-2623

Pay rate: 25,000 Yearly

Supervisor: Chris Janowcicki

Job Title: Assistant Store Manager

Employment Date: 11/2009-06/2010

# **Job Duties:**

Maintaining the store, per company approval while the store manager was out. Assisting with daily job duties while the store manager was in. I assisted in driving production rates and sales to exceed our weekly and monthly goals. I promoted new ideas into the day-to-day work in the store to reach higher success rates. I resolved computer issues, customer issues, donor issues and employee issues on a day-to-day basis with positive outcomes majority of the time. I also performed other tasks such as daily paperwork, safe count, register opening/closing procedures

along with opening and closing duties of the entire store. Scheduling and merchandising are a few of the weekly tasks as well as shipping and receiving.

# Follett Incorporated (on campus bookstore at PTC)\*3000 Pershing Blvd., North Little

Rock, Ar. (501) 412-8102

Pay rate: \$7.50 hourly (Part time and seasonal)

Supervisor: Jerald Robinson

Job Title: Sales Associate

Employment date: 01/2008-11/2009

# **Job Duties:**

Customer service, working with a register and POS system, assists customers with finding their books and other supplies needed. I assisted with merchandising and driving productivity and sales. I also temporarily managed a smaller campus when open during the busiest times of the year, beginning and ending of the semester. I also assisted with shipping and receiving.

# Tuesday Morning\* 201 S. Bowman Rd., Little Rock, Ar.

Pay Rate: \$13.00 hourly

Supervisor: Curtis Jackson

Job Title: Assistant Store Manager

Employment date: 08/2007-8/2008

# **Job Duties:**

Customer service, opening/closing duties, cash handling, interviewing/hiring employees, scheduling and payroll. I was responsible for rapid production of large shipments with limited help and limited time to process. I resolved customer issues, markdowns, merchandising, plan-ograms, sales driving events. The store was without a store manager for 3 months; therefore, I was acting store manager and did so successfully.

# Claire's and Icing Boutiques-Park Plaza Mall \*S. Markham st. Little Rock, Ar.

Pay Rate: \$12.75 hourly

Supervisor: Latanya Burrell

Job Title: Assistant Store Manager

Employment Date: 06/2006-08/2007

# **Job Duties:**

Customer service, assisting the store manager with day-to-day procedures, driving production rates, floor sets, shipping/receiving, scheduling, marketing and merchandising. I resolved difficult situations and ran the store for 3 months, acting store manager until the position was filled. I ensured proper procedures with damages and markdowns. I obtained a license to pierce ears of all ages, as well as was qualified to train new personnel on the same procedures.

#### Education

Graduated from Wilbur D. Mills High School in 2006.

Attended Pulaski Technical College in pursuit of my Associate of Arts Degree in 2006. (Did not complete degree program.)

Earned a CNA License from Allied College in 2006.

Earned an Associate's Degree in Early Childhood Education in 2018

Earned Bachelor's Degree in Special Education K-12 obtained my educators license in 2021

# State of Arkansas

# **EDUCATOR LICENSE**

By virtue of the authority vested in the Arkansas State Board of Education, we hereby issue this Educator License to

# SHIRLEY MARIE CARR

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

CID: 10068416								
Code	Area	Туре	Grade Level	Valid From	Valid To			
258	Special Education	Standard	K - 12	8/22/2022	12/31/2026			



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MANAGER - EDUCATOR UCENSURE

# Landon Foster Haynes

2202 Government St., Baton Rouge, LA. 70806 landonhaynes@gmail.com 225,445,5324

#### **Education:**

August 2005

Louisiana State University (LSU), Baton Rouge, LA Bachelor of Science in Construction Management with a Minor in Business Administration.

# Licenses:

Louisiana Contractors License for Building Construction Louisiana Residential Contractors License Louisiana Mechanical Contractors License Louisiana Electrical Contractors License (Specialty - Solar Energy Equipment) Louisiana Specialty Pool Contractor Florida Roofing Specialty Texas Class A Refrigeration Texas Electrical Unlimited

#### Certifications:

NASCLA Test Construction\*\* NASCLA Test Electrical\*\* Florida Electrical Unlimited\*\*

EPA 608 Certified Universal Technician TWIC Card\* Security Passport\*

#### **Software Proficiencies:**

**Microsoft Programs:** 

MS Project

MS Word

MS Outlook

**Engineering Programs:** 

MS Power Point Primavera P6

MS Publisher

MS Excel

AutoCAD

SAP Platform Software

Estimating/CRM

Co-Construct

Bluebeam

Contractor Foreman

Xactimate

Stack

Company Cam

# Work Experience:

# Invest Services, LLC, Baton Rouge, LA. Owner

March 2017 - Present

General, Mechanical, and Electrical Contracting Company. Provide Services to the Gulf Coast states. Focused on specialty applications needed for buildings. In residential and commercial applications for building efficiency, mechanical and electrical systems, roofing systems, insulation, and refrigeration systems to work together. Also provides control for Fire systems and serves as an Audio/Video Specialist for specific applications.

# H.V. Sales, L.L.C., Baton Rouge, LA. Sales Support Specialist

February 2015 - October 2016

H.V. Sales is a manufacturer's representative and an independent professional provider of field sales and marketing services to manufacturers serving industrial and commercial markets. HV Sales typically handles a portfolio of related but non-competitive product lines, working under a contractual agreement within a defined geographical territory, on an exclusive basis within our assigned areas of responsibility.

- Provides assistance for all account managers.
- Responsible for quotes, project bids, entering and tracking of orders.
- Provided assistance for clients' technicians for equipment, including battery banks, XFMR's, and SF3 gas carts.

- Supervised electrical and instrumentation maintenance and calibration of instruments.
- Provided scope of work, estimates, and cost analysis and kept in communication with clients on job sites.

# Turner Industries Group, LLC. (TIG)

August 2012 - March 2014

BASF (Geismar, LA), Field Engineer/Planner

- Responsible for the assemblage of work packages and associated test package specifications for Projects, Maintenance, and Verbund.
- Responsible for identifying and tracking drawing discrepancies and assisting the foreman in developing resolutions.

Turner Industries Group, Baton Rouge, LA. Training and Estimator

- Performed all TIG training courses: J.D. Edwards, WinTake, MAPS, WinPCS, and Quickplan
- Performed estimates for Civil drawings and Mechanical Estimates

# Prime Construction, LLC. Baton Rouge, LA.

May 2006 - January 2012

Prime Construction was a General, Mechanical, and Electrical construction Company, specializing in design/builds and specialty work. Sixty percent of the Subcontracts including electrical, mechanical systems (split systems, PTAC, & Chiller), All Insulation types (75% Foam), Carpentry, Roofing (shingle, built up, metal, & flat roof types), Demolition, Drainage, Site Development, and Energy Efficient Building (Solar Panels, Solar Water Heaters, Weatherization, etc.)

Responsible for all day-to-day operations, including the following:

- Supervised daily responsibilities for over 35 employees
- Provide Estimates, Budget analysis, Contact suppliers, Legal paperwork necessary for jobs, i.e. RFI, change orders, schedules, payroll, contract duties.
- Contact suppliers to ensure all supplies were delivered on time & to budget
- Experienced in all aspects of remodel/builds, including all structural, mechanical, and electrical systems.
- Interpret, explain plans, and contract terms to administrative staff, workers, and clients, representing the owner or developer.
- Prepare contracts and negotiate revisions, changes and additions to contractual agreements with architects, consultants, clients, suppliers and subcontractors.
- Communicate with clients about necessary for renovations and reasoning behind renovations.

# Plural Component Industries, Baton Rouge, LA. Foreman and Manager

November 2003-2006

- · Plan, organize, and direct activities concerned with the construction and maintenance of machinery, systems and other employees.
- Estimate and then inspect projects to monitor compliance with building safety codes, and other regulations.
- · Performed estimates, administrative duties, including data entry, filing, and continuous phone calls to subcontractors
- Heavy Machinery Operator
- · Represented company at trade shows, presentations, and spoke to potential clients.

# H I Insulation Baton Rouge, LA. Sprayer

1998- November 2003

- · Performed day to day maintenance on equipment
- · Experience in operations spraying foam insulation and Coating Systems

Independent Maintenance Man, Baton Rouge, LA.

October 2003- March 2005



This is to Certify that:

Invest Services LLC 2202 Government St. Baton Rouge, LA 70806

BUILDING CONSTRUCTION; ELECTRICAL; MECHANICAL; SOLAR ENERGY EQUIPMENT; SWIMMING POOLS is duly licensed and entitled to practice the following classifications



Expiration Date: March 31, 2026

License No:64991

Witness our hand and seal of the Board dated,
Baton Rouge, LA 1st day of April 2025

Director

Chairman

Treasurer

This License Is Not Transferrable



Uhis is to Certify that: 2202 Government St. Baton Rouge, LA 70806

is duly licensed and entitled to practice the following classifications

RESIDENTIAL CONSTRUCTION



Witness our hand and seal of the Board dated, day of 26th Baton Rouge, LA

Director

Chairman

Treasurer

This License Is Not Transferrable

License No: 886665

# **Curtiss Scroggins**

5216 Distreet Southeast #11 Washington, DC 20019 Phone: 501 773 0026

Email. laron00@gmail.com

# Objectives

Customer-focused kinesiologist desiring to join a progressive fitness company that will allow me to apply my knowledge in fitness and nutrition to help promote better health, awareness, and overall physical and social wellness.

# Education

# University of Central Arkansas (Graduated December 2013)

- Kinesiology, Bachelor of Science
- Emphasis in Exercise Science
- Minor in Nutrition

# Skill Sets

- 1 on 1 Personal Training
- Group Fitness Instructor
- Client Goal-Setting & Motivation
- Customized Exercise & Meal Plans
- Strength & Conditioning
- Cardiovascular / Endurance Training
- Pilates & Bootcamp-Style Workouts
- Nutrition Counseling
- Microsoft Office Suite
- Functional Training
- CPR/First Aid Certified

# Professional Experience

Personal Trainer (January 2018– April 2020) 1 To 1 Fitness (Washington, DC)

Designed individualized workouts incorporating aerobic and anaerobic exercises. Work with clients to evaluate fitness levels, set goals, monitor progress and see constant improvement.. As a group fitness instructor, lead fun, energetic classes for diverse age groups and fitness levels.

- Design safe and effective workout programs specifically tailored to client goals.
- Conduct fitness tests to determine safe and effective starting points for client training.
- Provide client motivation and resources for the latest information on nutrition and fitness.
- Small group training.

Personal Trainer (January 2017 – 2018) Воруѕмітн Gүм (Washington, DC)

- Design safe and effective workout programs specifically tailored to client goals.
- Conduct fitness tests to determine safe and effective starting points for client training.
- Provide client motivation and resources for the latest information on nutrition and fitness.
- Small group training.

# Personal Trainer (June 2016 – December 2016) VIDA FITNESS (Washington, DC)

- Design safe and effective workout programs specifically tailored to client goals.
- Conduct fitness tests to determine safe and effective starting points for client training.
- Provide client motivation and resources for the latest information on nutrition and fitness.
- Small group training.

# Personal Trainer (2012 - 2016)

ORLANDO'S PERSONAL FITNESS (Little Rock, AR)

- Design safe and effective workout programs specifically tailored to client goals.
- Conduct fitness tests to determine safe and effective starting point for client training.
- Provide client motivation and resources for the latest information on nutrition and fitness.
- Small group training and Bootcamp.
- Nutrition Counseling.
- Membership Sales.
- Worked with all age groups, but specialized training with senior population.

# Developmental Therapist Assistant (2011 – 2013)

HRS Associates (Little Rock, AR)

- Provide one-on-one developmental and therapeutic services to children, ages 0-3, with developmental delays or disabilities.
- Design and implement personalized care plans.
- Collect data, perform evaluations, and document patient progress.
- Prepare quarterly progress reports for supervising therapist.

#### Certifications

- ACE Certified Personal Trainer
- American Red Cross CPR/First Aid Certified
- ACE Sports and Conditioning Specialist
- ACE Functional Training
- USA Powerlifting
- ACE Senior and Special Population
- ACSM CPT (2012-2016)



# IN RECOGNITION OF SUCCESSFUL COMPLETION IN: Standard - CPR / AED

(Adult / Child / Infant)

Automated External Defibrillator (AED)

THIS CERTIFICATE IS PROUDLY PRESENTED TO:

# Curtiss L Scroggins

demonstrating proficiency in the subject by passing the examination in accordance with the Terms & Conditions of National CPR Foundation - Valid for 2 years. Course administered in The above mentioned Student is now certified in the above mentioned course by accordance with the 2020 ECC/ILCOR and AHA® guidelines. ID#:F9B7EA



COURSE PROVIDED BY: National CPR Foundation

Instructor: Paul J. Scruton
Signature:

Completion: June 11, 2021

# Challenge Solutions, Inc.

Job Description: Van Driver

Compensation: \$15.00 Hourly

Employment Type: PRN/Part-time

SUMMARY: Van Drivers are responsible for transporting students to and from after school and weekend activities and to their perspective residence. The driver will have an aide who has the responsibility of making sure the children are loaded and unloaded safely and are sitting in their seats at all times. The driver has the responsibility to drive in a safe and legal manner while maintaining a controlled transportation environment.

KEY RESPONSIBILITIES: Consistent attendance and punctuality are required in this position. Ensuring the safety of children assigned to van by following all laws. The driver is responsible for keeping the vehicle clean, log books current and notifying maintenance of any mechanical issues. Completes the van checklist regarding the condition of the van each morning and afternoon before leaving.

PHYSICAL ACTIVITIES: The following physical activities are necessary to perform one or more essential functions of this position. Must be physically able to walk, stand, help students on and off the van.

QUALIFICATIONS: High school diploma or equivalent. Drivers must be at least 25 years of age, have a clean driving record and possess a CDL with bus endorsement. Pass a statewide criminal background check. Pass a statewide DHS Child Maltreatment Registry check.

SCHEDULE: Must be available to be on every Tuesday, Wednesday, and Thursday from 4:30 – 10:00 PM. There may be an occasional Saturday trip.

# ASSETS AVAILABLE FOR MS

\* ITEMS WITH <\$300 PURCHASE VALUE CONSIDERED SUPPLIES

VEHICLES	2021	CHEVY 15 PASSENGER VAN - WHITE	
		TOYOTA TACOMA - GREY	2
			1
		CHRYSLER PACIFICA VAN - GREY	1
		CHRYSLER PACIFICA VAN - WHITE	1
		CHRYSLER PACIFICA VAN W LIFT	1
	-	TOYOTA CAMRY HYBRID - SILVER	1
		NISSAN MORANO - BLACK	1
TRAILERS		ENCLOSED TRAILER-WOOD FLOOR W/ STRAPS BOUNCE HOUSE STORAGE	1
		ENCLOSED TRAILER FOR FARM STANDS HAS REMOVABLE SHELVING 16'	1
		ENCLOSED TRAILER WITH REFRIGERATION FOR FARM STANDS	1
		OPEN TRAILER	2
0017.017.01		FOOD TRUCK SELF CONTAINED HEALTH DEPT CERTIFIED	2
GOLF CARTS/ATV		CLUB CAR CART - 4 SEAT (WHITE)	2
		UTV-HYBRID LINHAI BIG HAMMER 200 VX SIDE BY SIDE (RED) W/BASKET	1
		ATV-STAFF USE ONLY	2
BOUNCE HOUSES		13 X 13 DRY	2
	-	15 X 15 DRY	2
		ENCLOSED 17 X 15 WET/DRY	2
		BALL PIT W/ 5000 BALLS	2
DOG WASH EQUIP	,	VEVOR 62" PROFESSIONAL GROOMING TUB W/ HOSES	4
		PLEXI GLASS STRUCTURE FOR DOG WASH	3
LAUNDRY		PORTABLE LAUNDRY 4 WASHER/4 DRYER COMMERCIAL USE	1
		PORTABLE LAUNDRY 8 WASHER/8 DRYER COMMERCIAL USE	1
	- 1	FREE STANDING LAUNDRY FOR BLDG WITH FOLDING TABLES	1
		10 FOLDING TABLES-STAINLESS STEEL	10
GREENHOUSES		YODER GREEN HOUSES 8 X 8 3 WINDOW	2
		YODER GREEN HOUSES 8 X 12 3 WINDOW W/ELEC	2
		YODER GREEN HOUSE 8 X 16 W/ ELEC	2
		YODER GREEN HOUSE 8 X 20 W/ ELEC (WHEEL CHAIR ACCESSIBLE)	2
		MICRO GREEN SET UPS (TRAYS ARE SUPPLIES)	3
		MEGAPHOTON GROW TENT	4
	1	MEGAPHOTON GROW LIGHTS	10
	ŀ	HYDROPONIC SET UP FOR INDOOR	1
		HYDROPONIC SET UP FOR OUTDOOR	1
		HOOP TENTS	3
	3	3 X 8 FIXED BENCH/TABLE	6
	3	3 X 5 FIXED TABLE FOR USE WITH WHEELCHAIR	1
	E	BRACKETS/BOLTS/SAFETY STRAPS FOR EQUIP (SUPPLY NOT ASSET)	+ -
WORM FARM	P	MAGIC PRODUCT WORM FARM STARTER KITS	100
		CHAIR ACCESSIBLE WORM GROW STATIONS	2
COMMERCIAL COOLE		PURCHASED FROM REST SUPPLY - WHITE BOTTOM/SLIDE DOORS *USED*	
	E	DRINK COOLERS FOR RETAIL EVENTS CBR1502sg	2
	P	PURCHASED FROM REST SUPPLY - STAINLESS-USE FOR PRODUCE *USED*	2
	F	LORAL COOLER	5
		EPHYR BRISAS 21 BOTTLE/64 CAN FOR RETAIL EXPERIENCES	1
TENTS/POP UPS		VELFOR 10 X 20 PARTY TENT	2
	-	VELFOR CANOPY TENTS FOR POP UP EVENTS	1
		WAMP COOLER	3
		BEST CHOICE 10 X 10 RED (BALL GAME USE ONLY) W/ CHAIRS	4
	P	OLINATOR PLOT KITS	2
			10

AGRI USE ONLY

AGRI USE ONLY



# **CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

	MPORTANT: If the certificate holder f SUBROGATION IS WAIVED, subject his certificate does not confer rights	is a t to	n AD	DITIONAL INSURED, the erms and conditions of t	policy	(ies) must h	ave ADDITIO	ONAL INSURED p	provisio	ns or	be endorsed.
-	3.10	to th	e cert	ificate holder in lieu of s	uch en	uorsement(s	).	require all eliq	orseme	nt. A	statement on
	DDUCER				CONT/ NAME	iviati ba	rger				
1	S Financial Services, LLC				PHONI (A/C, N	E lo, Ext): (501)	687-0560		FAX (A/C, No):	(888)	965-4050
PC	O Box 34380		ADDRI		/@jtsfs.com		(A/C, NO):	(000)	000-4000		
Lit	tle Rock			AD 70000	-			RDING COVERAGE			NAIC#
-	URED			AR 72203	1	ERA: NOVA					
	Challenge Solutions, Inc.				4			AWAY HOMESTA	TE INS	CO	20044
	2724 OAK TREE CV				INSURER C: FIRST COMP						27626
	TITLE OV				INSUR	ER D:					
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	GEN'L AGGREGATE LIMIT APPLIES PER:									00,000	
	POLICY PRO-							PRODUCTS - COMP/			,
<u> </u>	OTHER:							1 NODBOTS - CONIF	OP AGG	\$ 11101	uded
	AUTOMOBILE LIABILITY							COMBINED SINGLE L (Ea accident)	LIMIT	-	0.000
_	ANY AUTO OWNED AUTOS ONLY AUTOS AUTOS							BODILY INJURY (Per	person)	\$	,000
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	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A					02/08/2026	X PER STATUTE	OTH- ER	Ψ	
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	(Mandatory in NH) If yes, describe under					02/08/2025		E.L. DISEASE - EA EM			
	DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICE			
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DES	CRIPTION OF OPERATIONS / LOCATIONS / VEHICL	ES (	ACORD	101, Additional Remarks Schedul	le, may b	e attached if mor	e space is requir	ed)			
CEI	RTIFICATE HOLDER				CANC	ELLATION					
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.										
	400.000			ŀ	AUTHOR	ZZED REPRESEN	NTATIVE			-	
	1281 Highways 51 North										
	Madison	- 6	Na		The second secon						



# Office of the Secretary of State Jackson, Mississippi

# Certificate of Good Standing

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

That on the 29th day of November, 2021, the State of Mississippi issued a Charter/Certificate of Authority to:

CHALLENGE SOLUTIONS, INC.

That the state of incorporation is Arkansas.

That the period of duration is perpetual.

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

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

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

That insofar as the records of this office are concerned, the said Challenge Solutions, Inc. is in good standing at this time.

Given under my hand and seal of office the 1st day of July, 2025

Michael Watson

Certificate Number: CN25216308

Verify this certificate online at http://corp.sos.ms.gov/corpconv/verifycertificate.aspx

# Mississippi Department of Rehabilitation 1281 Hwy 51 North Madison, Mississippi 39110 RFQ # 3120003152

# **Table of Contents**

Management Summary (Unmarked)	***************
Proposal (Unmarked)	
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Exhibit B: Services and Compensation (Unmarked)	39

# Management Summary Unmarked RFO 3120003152

Mississippi Department of Rehabilitation Services

Attention: Lee Shirley, Procurement Officer

1281 Highway 51 North

Madison, Mississippi 39110

Request for Qualifications for Pre-ETS Services

RFQ No. 3120003152

The underlying philosophy of the firm is the belief that "all individuals are contributing members of society." Despite significant disabilities, these individuals have value and are entitled to receive training and opportunities commensurate with non-handicapped peers. With appropriate and specific training by highly qualified staff, our track record indicates these students can and will develop necessary skills to earn competitive wages and be contributing members of society.

To improve life outcomes, we provide community-based training in job development, placement, internship opportunities, and on-campus work experience for students in rural and impoverished areas. Experience and best practices are utilized to mitigate, manage, and/or minimize each known or suspected risk of programmatic failure.

As trained professional providers, we continue to be part of the solution and provide opportunities to enhance and advance options for students with disabilities.

# **Proposal**

ALL MDRS eligible students/clients are entitled to equal opportunities for pre-employment transition services including comprehensive training events, regardless of disability or address. As delta region supporters and specialists, we strive to enable clients to make informed and realistic decisions based on availability and future development in their existing community. To this end, we are enthusiastic trade and agriculture supporters because not all students with qualifying conditions will follow traditional post-secondary pathways. We propose embedding trade and agriculture opportunities to expose marginalized groups to the greatest number of options and opportunities to for career choices.

The goal of training events is to provide a present, consistent, and flexible program which meets students where they are. The state of Mississippi 2024-2027 WIOA plan identifies a number of service-needs experienced by individuals with the most significant disabilities. The specific service areas identified were work experience training, on the job training, and social skills training. To address this deficiency, we intend to use the training events to provide hands-on experience opportunities, interactions with community businesses, and learn the technical requirements for the employment options provided.

The 2021 CSNA found the most needed services to be transportation, work experience, on the job training, social skills training, and pre-employment transition services. We stand ready to provide training, social skills, hands-on opportunities, and interactions. The proposed training events address each of these needs.

Complying with WIOA funding dictates that Vocational Rehabilitation Agencies provide the required Pre-ETS activities to all students regardless of disability and/or location. As specialists in addressing the five (5) Pre-ETS goals in remote regions, our metrics prove it is possible to improve lives and increase employment outcomes. We supply the events with local and regional vendors who then provide a basis for opportunities for the individuals to make informed decisions regarding career choices.

#### Goal:

Our goal is to meet the needs of students and families where they live and provide a realistic and meaningful avenue for competitive employment opportunities in the local community.

# Purpose:

To provide training and transition services via a "hands-on" model. By observation, experience, and practice, students are provided real time experiences in the fields available in their respective region.

# Methodology:

- 1. Provide hands-on opportunities to learn tasks associated with common NAICS jobs
- 2. Engage all students with post-secondary training or educational opportunities
- 3. Expand the knowledge base of all student attendees
- 4. Support students and families with significant disabilities
- 5. In reference to events, a group is defined as 3 or more students, while an individual refers to 1 or 2 students

# Measurement/Reporting:

- We will provide pre-event training for students and schools as needed and conduct post-event follow-up interviews with participating businesses, schools, and attending students. These interviews will gather feedback on successful aspects and areas for improvement to enhance future events.
- 2. Evidence of attendance by registration, sign in, participation photos/videos
- 3. Exit survey via QR code, video, and review board
- 4. All required MDRS forms will be completed and submitted for each student attending the event. This will include the event participation details, student specific observations, accommodation and support, contractor signature, and approval.

# **Events:**

We will secure a suitable event venue which provides sufficient space, accessibility, and parking to accommodate all planned activities. Transportation will be arranged for all events outside normal school hours. We will provide all necessary equipment and supplies required for the event, snacks, and catered meal. All expenses will be borne by the Contractor.

We propose to serve districts I and III with a maximum of 24 events per year.

# Locations:

We are delta region specialists and have the capacity to serve the entire delta region.

Identified clients will drive the number of events. We stand ready and able to provide events anytime or place within our assigned region in conjunction with MDRS staff.

## **Publicity/Collaboration:**

We will collaborate with the MDRS Office of Communications and local school districts to provide outreach about each event. Together, we will coordinate event publicity across social media, newspapers, television, and other platforms. All promotional material will be approved by MDRS staff.

#### Schedule:

9am – 2pm

9:00-9:30 Check In/Tags

9:30-11:30 Rotations to visit vendors (schools, trades, community partners)

11:30-12:30 Luncheon with speaker/entertainment

12:30-1:00 Individual speakers

1:00-2:00 Rotations/exit checks

## Staffing:

All staff are licensed, credentialed, and have current background checks. Future staffing will be held to the same standards.

All staff will adhere to the MDRS Client Services Policy and Procedure Manual.

All employees meet the training and experience requirements as outlined in the RFQ.

#### **Possible Presenters:**

- Tradesmen (local) florist, construction, plumbing, electrical, HVAC, related services with interactive models
- Trade school/University/College representative
- Business Owners/Potential Employers in the area
- MS State Agencies (DOT, Agri, Finance, Social Services, Early Childhood Care & Development))
- Federal Agencies (USDA, law enforcement, HeadStart)
- Pop up retail to replicate competitive employment
- Pop up Foodservice to replicate competitive employment

## Hands On Rotations will include:

- Food carts opportunity to experience food service work by following ServSafe guidelines (gloves, hairnet, serving size, temperature) in a controlled environment
- Retail carts opportunity to experience retail sales by unboxing, hang/fold, making sales

## **Trades:**

- Plumbing learn to install and connect a sink
- Painting Techniques to paint wall/trim, brush size, etc
- HVAC introduction to HVAC components and opportunity to handle/ask questions
- Carpentry/Roofing opportunity to build with modified tools

## **Community Involvement:**

- Opportunities to visit with schools regarding enrollment requirements
- Opportunities to visit with local business and learn about qualifications for employment

### ATTACHMENT E

# Required Clauses for Service Contracts Resulting from this Request for Qualifications

- 1. <u>Applicable Law.</u> 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 the State. Contractor shall comply with applicable federal, state, and local laws and regulations.
- 2. Availability of Funds. It is expressly understood and agreed that the obligation of MDRS 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, MDRS shall have the right upon 10 business days written notice to Contractor, to terminate this agreement without damage, penalty, cost or expense to MDRS of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.
- 3. <u>Compliance with Equal Opportunity in Employment Policy.</u> Contractor understands that the MDRS 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.
- 4. <u>Compliance with Laws.</u> 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.
- 5. <u>Contract Rights.</u> Contract rights do not vest in any party until a contract is legally executed. The MDRS is under no obligation to award a contract following issuance of this solicitation.
- 6. <u>E-Payment.</u> 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 "Timely Payments for Purchases by Public Bodies" laws, which generally provide for payment of undisputed amounts by the Agency within 45 calendar days of receipt of invoice. Mississippi Code Annotated § 31-7-301, et seq.
- 7. <u>E-Verification.</u> 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 MDRS 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.

- 8. 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.
- 9. Minor Informalities and Irregularities. MDRS has the right to waive minor defects or variations of a qualification from the exact requirements of the specifications that do not affect the price, quality, quantity, delivery, or performance of the services being procured and if doing so does not create an unfair advantage for any offeror. If insufficient information is submitted by a offeror, for MDRS to properly evaluate the offer, MDRS has the right to require such additional information as it may deem necessary after the submission deadline, provided that the information requested does not change the price, quality, quantity, delivery, or performance time of the services being procured and such a request does not create an unfair advantage for any offeror. (Information requested may include, for example, a copy of business or professional licenses, or a work schedule.)
- 10. Paymode. Payments by MDRS 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. MDRS 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.
- 11. Procurement Regulations. This solicitation shall be governed by the applicable provisions of the Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations, a copy of which is available on the Mississippi Department of Finance and Administration's website (www.dfa.ms.gov). Any offeror responding to a solicitation for personal and professional services and any contractor doing business with a state Agency is deemed to be on notice of all requirements therein.
- 12. <u>Property Rights.</u> Property rights do not inure to any Offeror until such time as services have been provided under a legally executed contract. No party responding to this RFQ has a legitimate claim of entitlement to be awarded a contract or to the provision of work thereunder. MDRS is under no obligation to award a contract and may terminate a legally executed contract at any time.

- 13. <u>Representation Regarding Contingent Fees.</u> 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 proposal.
- 14. Representation Regarding Gratuities. Offeror represents that it has not, is not, and will not offer, give, or agree to give any employee or former employee of MDRS, a gratuity or offer of employment in connection with any approval, disapproval, recommendation, development, or any other action or decision related to the solicitation and resulting contract. Offeror further represents that no employee or former employee of MDRS has or is soliciting, demanding, accepting, or agreeing to accept a gratuity or offer of employment for the reasons previously stated; any such action by an employee or former employee in the future, if any, will be rejected by offeror. Offeror further represents that it is in compliance with the Mississippi Ethics in Government laws, codified at Mississippi Code Annotated §§ 25-4-101 through 25-4-121, and has not solicited any employee or former employee to act in violation of said law.
- 15. Required Public Records and Transparency. Upon execution of a contract, the provisions of the contract which contain the personal or professional services provided, the unit prices, the overall price to be paid, and the term of the contract shall not be deemed to be a trade secret or confidential commercial or financial information pursuant to Mississippi Code Annotated § 25- 61-9(7). The contract shall be posted publicly on www.transparency.ms.gov and shall be available for at the Agency for examination, inspection, or reproduction by the public. The offeror acknowledges and agrees that MDRS 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.
- 16. Stop Work Order. MDRS 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 MDRS. Upon receipt of such an order, Contractor shall forthwith comply with its terms and take all reasonable steps to minimize any further cost to MDRS. Upon expiration of the stop work order, Contractor shall resume providing the services which were subject to the stop work order, unless MDRS has terminated that part of the agreement or terminated the agreement in its entirety. MDRS is not liable for payment for services which were not rendered due to the stop work order.

## 17. Termination.

Termination for Convenience. MDRS may, when the interests of the Agency so require, terminate this contract in whole or in part, for the convenience of the Agency. MDRS 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 MDRS 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, MDRS may terminate the contract for default and the Contractor will be liable for the additional cost to MDRS 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.

- 18. <u>Trade Secrets, Commercial and Financial Information.</u> 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.
- 19. <u>Approval Clause</u>. 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
- 20. <u>Acknowledgment of Amendments.</u> Offerors shall acknowledge receipt of any amendment to the RFQ in writing. The acknowledgement shall be submitted by signing and returning the amendment with the bid, by identifying the amendment number and date in the space provided for this purpose on the bid form, or by letter. Each offeror shall submit a written acknowledgement of every amendment to the Agency on or before the submission deadline.
- 21. <u>Certification of Independent Price Determination</u>. By submitting a qualification, the offeror certifies that the prices submitted in response to the solicitation have been arrived at independently and without any consultation, communication, or agreement with any other offeror or competitor for the purpose of restricting competition.
- 22. Offeror's Representation Regarding Contingent Fees. By [responding to the solicitation, the offeror represents that it has not retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract. If the offeror cannot make such a representation, a full and complete explanation shall be submitted in writing [with the offeror's response, to the Agency prior to contract execution].

#### **EXHIBIT A**

#### GENERAL TERMS AND CONDITIONS

- 1. 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.
- 2. <u>Applicable Law.</u> 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.
- 3. <u>Attorneys' Fees and Expenses.</u> 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.
- 4. <u>Availability of Funds.</u> It is expressly understood and agreed that the obligation of MDRS 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, MDRS shall have the right upon 10 business days written notice to Contractor, to terminate this agreement without damage, penalty, cost or expense to the MDRS of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.
- 5. <u>Compliance with Equal Opportunity in Employment Policy.</u> Contractor understands that the MDRS 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.
- 6. <u>Compliance with Laws.</u> 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.
- 7. <u>Conflict of Interest.</u> Contractor represents, to the best of his or her knowledge and belief, that this contract does not present the Contractor with a conflict of interest with respect to any past, current, or potential contract or employment such that the Contractor would be unable to perform impartially and without bias. Contractor must also refrain from using confidential or protected personally identifiable information for any other purpose other than to perform the duties required by this contract.

- 8. <u>Disputes.</u> Any dispute concerning a question of fact arising under this Contract shall be disposed of by good faith negotiation between duly authorized representative of MDRS and the Contractor. Disputes that cannot be resolved in this manner shall be determined by a court of competent jurisdiction in Hinds County, Mississippi. Pending final decision of a dispute, the Contractor shall proceed diligently with the performance of its obligation in this agreement.
- 9. <u>E-Payment.</u> 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 "Timely Payments for Purchases by Public Bodies" laws, which generally provide for payment of undisputed amounts by the Agency within 45 calendar days of receipt of invoice. Mississippi Code Annotated § 31-7-301, et seq
- 10. <u>E-Verification.</u> 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 MDRS 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.

- 11. Entire Agreement. This Contract, RFQ 3150003186, and the Contractor's submitted Statement of Qualifications constitute the entire agreement of the parties with respect to the subject matter contained herein and supersedes and replaces any and all prior negotiations, understandings and agreements, written or oral, between the parties relating thereto.
- 12. <u>Failure to Deliver.</u> In the event of failure of Contractor to deliver services in accordance with the contract terms and conditions, MDRS, after due oral or written notice, may procure the services from other sources and hold Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that MDRS may have.
- 13. <u>Failure to Enforce.</u> Failure by MDRS at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of MDRS to enforce any provision at any time in accordance with its terms.
- 14. Force Majeure. Each party shall be excused from performance for any period and to the extent that it is prevented from performing any obligation or service, in whole or in part, as a result of causes beyond the reasonable control and without the fault or negligence of such party and/or its subcontractors. Such acts shall include without limitation acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, earthquakes, floods, or other natural disasters ("force majeure events"). When such a cause arises, Contractor shall notify the State immediately in writing of the cause of its inability to perform, how it affects its performance, and the anticipated duration of the inability to perform. Delays in delivery or in meeting completion dates due to force majeure events shall automatically extend such dates for a period equal to the

- duration of the delay caused by such events, unless the State determines it to be in its best interest to terminate the agreement.
- 15. <u>HIPAA Compliance</u>. Contractor agrees to comply with the "Administrative Simplification" provisions of the Health Insurance Portability and Accountability Act of 1996, including electronic data interchange, code sets, identifiers, security, and privacy provisions, as may be applicable to the services under this contract.
- Indemnification. To the fullest extent allowed by law, Contractor shall indemnify, defend, save and hold harmless, protect, and exonerate the agency, its commissioners, board members, officers, employees, agents, and representatives, and the State of Mississippi from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever including, without limitation, court costs, investigative fees and expenses, and attorney's fees, arising out of or caused by Contractor and/or its partners, principals, agents, employees and/or subcontractors in the performance of or failure to perform this agreement. In the State's sole discretion upon approval of the Office of the Mississippi Attorney General, Contractor may be allowed to control the defense of any such claim, suit, etc. In the event Contractor defends said claim, suit, etc., Contractor shall use legal counsel acceptable to the Office of the Mississippi Attorney General. Contractor shall be solely responsible for all costs and/or expenses associated with such defense, and the State shall be entitled to participate in said defense. Contractor shall not settle any claim, suit, etc. without the concurrence of the Office of the Mississippi Attorney General, which shall not be unreasonably withheld.
- 17. Independent Contractor Status. Contractor shall, at all times, be regarded as and shall be legally considered an independent contractor and shall at no time act as an agent for the State. Nothing contained herein shall be deemed or construed by the State, Contractor, or any third party as creating the relationship of principal and agent, master and servant, partners, joint ventures, employer and employee, or any similar such relationship between the State and Contractor. Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any acts of the State or Contractor hereunder creates, or shall be deemed to create a relationship other than the independent relationship of the State and Contractor. Contractor's personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of the State. Neither Contractor nor its employees shall, under any circumstances, be considered servants, agents, or employees of MDRS, and MDRS shall be at no time legally responsible for any negligence or other wrongdoing by Contractor, its servants, agents, or employees. MDRS shall not withhold from the contract payments to Contractor any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to Contractor. Further, MDRS shall not provide to Contractor any insurance coverage or other benefits, including Worker's Compensation, normally provided by the State for its employees.
- 18. <u>Insurance</u>. The Contractor represents that it will maintain workers' compensation insurance as required by the State of Mississippi which shall inure to the benefit of all the Contractor's personnel provided hereunder. The Mississippi Department of Rehabilitation Services reserves the right to request from carriers, certificates of insurance regarding the required coverage. Insurance carriers must be licensed or hold a Certificate of Authority from the Mississippi Department of Insurance.
- 19. <u>Modification or Renegotiation.</u> This agreement may be modified 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.
- 20. <u>No Limitation of Liability.</u> 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.

- 21. <u>Non-solicitation of Employees.</u> Each party to this agreement agrees not to employ or to solicit for employment, directly or indirectly, any persons in the full-time or part-time employment of the other party until at least six (6) months after this agreement terminates unless mutually agreed to in writing by the State and Contractor.
- Ownership of Documents and Work Papers. MDRS shall own all documents, files, reports, work papers and 22. working documentation, electronic or otherwise, created in connection with the project which is the subject of this agreement, except for Contractor's internal administrative and quality assurance files and internal project correspondence. Contractor shall deliver such documents and work papers to MDRS upon termination or completion of the agreement. The foregoing notwithstanding, Contractor shall be entitled to retain a set of such work papers for its files. Contractor shall be entitled to use such work papers only after receiving written permission from MDRS and subject to any copyright protections. Notwithstanding anything to the contrary, the above information and/or materials do not include any Contractor Pre-existing Material, including but not limited to material that was developed prior to the Effective Date that is used, without modification, in the performance of the Agreement. "Contractor Pre-existing Material" means curriculum (including but not limited to the Next Up curriculum, its videos, and lesson plans), materials, code, methodology, concepts, process, systems, technique, trade or service marks, copyrights, or other intellectual property right developed, licensed or otherwise acquired by Contractor, independent of the services to be rendered under this agreement. To the extent the above described information and/or materials contain Contractor Pre-existing Material, Contractor hereby grants to MDRS an irrevocable, perpetual, nonexclusive, royalty-free, world-wide license to use, execute, reproduce, display, perform, and distribute copies of Contractor Pre-existing Material, but only as they are incorporated into and form a part of the works developed for MDRS pursuant to this agreement.

Additionally, Contractor assures that any and all information regarding clients of MDRS will be kept strictly confidential pursuant to 34 CFR 361.38 and will become the property of MDRS. Contractor assures that MDRS shall have full access to all information collected. The Contractor is prohibited from use of the above described information and/or materials without the express written approval of MDRS.

Paper documents containing Personally Identifiable Information must be destroyed by burning, pulping, shredding, macerating, or other similar means that ensures the information cannot be recovered. If there are electronic devices and media (for example, computers, disk drives, CD's, Jump/Flash drives, magnetic tape, etc.) that need to be disposed of, please contact MDRS for further guidance on approved methods on destroying electronic devices and related media.

- 23. Paymode. Payments by MDRS 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 MDRS 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.
- 24. <u>Personally Identifiable Information</u>. Contractor will not disclose or release any Personally Identifiable Information (PII) to which the Contractor has access except as required to do so to authorized employees and officials within the scope of the Contractor's duties under this contract. Furthermore, Contractor acknowledges that any unauthorized disclosure of the information provided under this contract may violate the terms of Section 1106 of the Social Security Act and the Privacy Act, 5 U.S.C. 552a and subject the Contractor to penalties.
- 25. <u>Procurement Regulations.</u> This contract shall be governed by the applicable provisions of the Public

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

- 26. <u>Property Rights.</u> Property rights do not inure to Contractor until such time as services have been provided under a legally executed contract. Contractor has no legitimate claim of entitlement to the provision of work hereunder and acknowledges that the MDRS may terminate this contract at any time for its own convenience.
- 27. Record Retention and Access to Records. Provided Contractor is given reasonable advance written notice and such inspection is made during normal business hours of Contractor, the State or any duly authorized representatives shall have unimpeded, prompt access to any of Contractor's books, documents, papers, and/or records which are maintained or produced as a result of the project for the purpose of making audits, examinations, excerpts, and transcriptions. All records related to this agreement shall be retained by Contractor for three (3) years after final payment is made under this agreement and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this project is commenced before the end of the three (3) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the three (3) year period, whichever is later.
- 28. Recovery of Money. Whenever, under the contract, any sum of money shall be recoverable from or payable by Contractor to MDRS, the same amount may be deducted from any sum due to Contractor under the contract or under any other contract between Contractor and MDRS. The rights of MDRS are in addition and without prejudice to any other right MDRS may have to claim the amount of any loss or damage suffered by MDRS on account of the acts or omissions of Contractor.
- 29. <u>Representation Regarding Contingent Fees.</u> 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 or proposal.
- 30. 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 MDRS 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 MDRS 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.
- 31. Requirements Contract. During the period of the contract, Contractor shall provide all the service described in the contract. Contractor understands and agrees that this is a requirements contract and that the Mississippi Department of Rehabilitation Services shall have no obligation to Contractor if no services are required. Any quantities that are included in the scope of work reflect the current expectations of the Mississippi Department of Rehabilitation Services for the period of the contract. The amount is only an estimate and Contractor understands and agrees that MDRS is under no obligation to Contractor to buy any amount of the services as a result of having provided this estimate or of having any typical or measurable requirement in the past. Contractor further understands and agrees that MDRS may require services in an amount less than or in excess of the

estimated annual contract amount and that the quantity actually used, whether in excess of the estimate or less than the estimate, shall not give rise to any claim for compensation other than the total of the unit prices in the contract for the quantity actually used.

- 32. Right to Audit. Contractor shall maintain such financial records and other records as may be prescribed by MDRS 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 MDRS, 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. <u>Severability</u>. If any part of this agreement is declared to be 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 provisions in compliance with applicable law.
- 34. Stop Work Order. The MDRS 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 MDRS. 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 MDRS. Upon expiration of the stop work order, Contractor shall resume providing the services which were subject to the stop work order, unless the MDRS has terminated that part of the agreement or terminated the agreement in its entirety. The MDRS is not liable for payment for services which were not rendered due to the stop work order.

#### 35. Termination.

Termination for Convenience. The MDRS may, when the interests of the Agency so require, terminate this contract in whole or in part, for the convenience of the Agency. The MDRS 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 MDRS 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 MDRS may terminate the contract for default and the Contractor will be liable for the additional cost to the MDRS 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.

36. <u>Trade Secrets, Commercial and Financial Information.</u> 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.

- 37. Required Public Records and Transparency. Upon execution of a contract, the provisions of the contract which contain the personal or professional services provided, the unit prices, the overall price to be paid, and the term of the contract shall not be deemed to be a trade secret or confidential commercial or financial information pursuant to Mississippi Code Annotated § 25- 61-9(7). The contract shall be posted publicly on www.transparency.ms.gov and shall be available for at the Agency for examination, inspection, or reproduction by the public. The contractor acknowledges and agrees that the MDRS 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.
- 38. <u>Waiver.</u> No delay or omission by either party to this agreement in exercising any right, power, or remedy hereunder or otherwise afforded by contract, at law, or in equity shall constitute an acquiescence therein, impair any other right, power or remedy hereunder or otherwise afforded by any means, or operate as a waiver of such right, power, or remedy. No waiver by either party to this agreement shall be valid unless set forth in writing by the party making said waiver. No waiver of or modification to any term or condition of this agreement will void, waive, or change any other term or condition. No waiver by one party to this agreement of a default by the other party will imply, be construed as or require waiver of future or other defaults.
- 39. <u>Approval Clause</u>. 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.

#### **EXHIBIT "B"**

## SERVICES AND COMPENSATION

### SCOPE OF SERVICES

In fulfillment of the purposes of this Agreement, the Contractor shall provide MDRS with the professional services needed to create and host comprehensive training events for MDRS clients. Services shall be provided in accordance with the terms set forth in the Request for Qualifications RFQ 3120003152 issued by MDRS, and are further described in Exhibit "D", captioned "Statement of Qualifications", attached hereto and made a part hereof by reference.

#### **COMPENSATION**

In furtherance of the performance of the services referenced above, MDRS agrees to compensate the Contractor at the rates listed below. Purchases under this Agreement shall be subject to any limitations contained in Exhibit D. Contractor agrees to ensure the funds subject to this Agreement are used in accordance with conditions, requirements and restrictions of federal, state and local laws, as well as any terms and conditions set forth in the Request for Qualifications.

Pre-Employment	Group Rate	Individual Rate
Transition Services		
Workplace Readiness	\$75.00 per	\$85.00 per
Training	unit/per	unit/per student
	student	
Work Based Learning	\$100.00 per	\$110.00 per
Experience	unit/per	unit/per student
	student	
Job Exploration Counseling	\$75.00 per	\$85.00 per
	unit/per	unit/per student
	student	
Counseling on Post	\$75.00 per	\$85.00 per
Secondary Education and	unit/per	unit/per student
Training Opportunities	student	
Instruction in Self-	\$75.00 per	\$85.00 per
Advocacy Training	unit/per	unit/per student
	student	

The Contractor shall invoice MDRS monthly as needed. The final invoice to MDRS shall be sent within thirty (30) days after the Agreement ending date. The invoice should have appropriate documentation substantiating actual expenses.

It is expressly understood and agreed that in no event will the total compensation to be paid hereunder exceed the specified amount of XXXXXXX Dollars (\$XX,XXX.XX).