

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: Learning Zone, Inc.

Address: 216 First Colony Blvd.

City/State/Zip: Madison, MS 39110

Telephone: 601-405-2116

Fax Number: 601-405-2116

E-Mail Address: pburkett@ourlearningzone.org

Printed Name of Authorized Signer: Pharen A. Nelson, Executive Director

Signature and Date: Pharen A. Nelson

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: Learning Zone, Inc.

Signature and Date: Pharen A. Nelson

Name and Title. Pharen A. Nelson, Executive Director

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 circling 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: Learning Zone, Inc.

Signature and Date: Pharen A. Nelson

Name and Title: Learning Zone, Inc.

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

1. Corporate Experience and Capacity

Our team at Learning Zone, Inc has over 70 years specializing in Special Education and Workforce Training. All of our Team Leaders and Trainers are Mississippi licensed educators. Our Lead Coaches each have over 15 years working with Special Education and Transitioning. The one thing that sets our us apart is our close network and training in the Mississippi schools. Not only are we familiar with the need, being that we were all classroom teachers, but we also have trained Teachers and Administrators on providing support for students with disabilities. Our Leadership Team has collectively consulted and in every school district in the State of Mississippi. Some are still practicing as K-12 consultants. Pharen Burkett, our owner, is currently the Consultant for Mississippi Institutions of Higher Learning where she provides guidance to the MS IHL Universities on Special Services, Transitioning and ADA best practices for students.

Pre-ETS and Job Extravaganzas are not new to our organization. We have worked with hundreds of students, schools, stakeholders and parents over the years providing both pre- and post-employment transition support. It is what makes our eyes twinkle and our hearts rejoice. We have 10 Consultants at all times and up to 15 support specialists as needed for our projects.

Company Name: Learning Zone, Inc.

ATTACHMENT D

Company Questionnaire (Page 2 of 3)

2. Service Location

We are proposing to provide Job Extravaganza as in Districts: 3, 5, 6 & 7. Our first option will be to use event and training spaces at the closest University. Should we not be able to utilize a college we will use a convention center or High School near the targeted location.

- Jackson State University (Jackson, MS)
- Mississippi State (Starkville, MS)
- Learning Zone, Inc facilities (Forest, MS)
- Newton County High School (Decatur, MS)
- Leake County School District (Carthage, MS)
- Attala County School District (Kosciusko, MS)
- Scott County School District (Forest, MS)
- Philadelphia School District (Philadelphia, MS)
- Yazoo County

3. Personnel (Resumes attached, brief overview is below) ***All have completed a certification through the "Center for Rehabilitation Counseling Research and Education"**

1. Pharen Burkett, Ph.D. (Owner): Special Education Consultant and Disabilities Advocate, 16 years in Special Education, 10 years specializing in workforce Training for students with disabilities.
2. Dr. Delore Thomas Nelson: Special Education Consultant and Disabilities Advocate, 2 years in Special Education, 26 years specializing in workforce Training for students with disabilities.
3. Dr. Micca Knox: Education Consultant, 1 years in Education, 14 years specializing in Counseling and working with students with disabilities.
4. Sharendra Evans, MS: workforce Development Consultant, 1 years in Education, 7 years specializing in workforce curriculum and training.
5. Christine Davidson, Ed.S.: Education Consultant, 24 years in Education, 1 years working with students with disabilities.
6. Courtney Howell, MS: workforce Business Finance consultant, 5 years in business training curriculum.
7. D Nice McNichols, psychologist: Over 12 years of providing counseling and supportive services to youth.
8. Joshua Taylor, MS: Licensed Teacher, Education and Advocacy trainer, 1 years.
9. Tiffany Freeman, MS: Education Consultant, Disabilities Advocate, 17 years in Education and 7 years with Special Education and Transitioning.
10. Jessica Brown: Executive Assistant, counseling and advocacy, and special services event planning
11. Debra Lowery: Licensed Exceptional Ed Teacher, retired. 20+ years of teaching exceptional education.
12. Laportia Triplett: 7+ years as a Teacher

Company Name: Learning Zone, Inc.

ATTACHMENT D
Company Questionnaire (Page 3 of 3)

4. References

Joi Owens-Norwood, Esq
Program Officer
W. K. Kellogg Foundation
601-850-9995

Length of contract: 3yrs

Summary of Work: Our organization received Workforce Development training contract(s) under the direct supervision of Attorney Norwood. Our training consisted of working with schools to provide career training and job placement services for students with disabilities. We ended the contract with a 100% job placement and 95% retention rate.

Dr. Tommy Nalls, Jr.
Director of Recruitment
Jackson Public Schools
601-260-8586

Length of contract: 6yrs (ongoing)

Summary of Work: During an education workforce training contract, our team has trained over 2,000 teachers and provided support services to those in the Special Education sector. This is an ongoing contract which was established in 2017 and up for renewal every three years.

Theresa Kennedy
Program Liason, Gulf Coast Region/USDP
Oxfam America
228-324-2946

Length of contract: 3yrs (ongoing per request)

Summary of Work: Our organization received Workforce Development training contract(s) under the direct supervision of Ms. Kennedy. Our training consisted of working with parents, stakeholders and schools to provide career training, job placement, self-advocacy and independent living support for students with disabilities.

Jeanae Frank
Asst. Commissioner
MS Institutions of Higher Learning
Length of contract: 2yrs (ongoing)

Summary of Work: Providing Special Education, Transitioning and ADA consulting support services to Mississippi Universities which are overseen by MS IHL. This contract covers 7 universities: MSU, Ole Miss, MS Valley, JSU, ASU, MS University for Women, and Delta State.

Company Name: Learning Zone, Inc.

ATTACHMENT E

Required Clauses for Service Contracts Resulting from this Request for Qualifications

1. Applicable Law. The contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws, provisions, and any litigation with respect thereto shall be brought in the courts of 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. Compliance with Laws. Contractor shall comply with, and all activities under this agreement shall be subject to, all applicable federal, state, and local laws and regulations, as now existing and as may be amended or modified.
5. Contract Rights. 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. E-Payment. Contractor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The Agency agrees to make payment in accordance with Mississippi "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. E-Verification. If applicable, Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act and will register and participate in the status verification system for all newly hired employees. Mississippi Code Annotated §§ 71-11-1 and 71-11-3. Contractor agrees to provide a copy of each verification upon request of 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. Property Rights. Property rights do not inure to any Offeror until such time as services have been provided under a legally executed contract. No party responding to this 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. 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 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. Trade Secrets, Commercial and Financial Information. It is expressly understood that Mississippi law requires that the provisions of this contract which contain the commodities purchased or the personal or professional services provided, the price to be paid, and the term of the contract shall not be deemed to be a trade secret or confidential commercial or financial information and shall be available for examination, copying, or reproduction.
19. 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
20. Acknowledgment of Amendments. 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. Certification of Independent Price Determination. 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

List of Counties where training events can be performed:

Scott (Scott County Schools), Hinds (JPS), Newton County, Attala, Leake
Yazoo, Neshoba (Philadelphia)

Estimate the number of student that can be served per event:

150+

Company Name: Learning Zone, Inc.

Signature and Date: Pharen A. Nelson

Name and Title: Pharen A. Nelson, Executive Director

Proposal (UNMARKED)

The purpose of this project proposal is to outline a comprehensive skills training program designed to empower individuals with disabilities by providing them with vocational skills and employment opportunities. The program aims to bridge the gap between the abilities and aspirations of individuals with disabilities, while fostering inclusivity and promoting their active participation in the workforce. *As a current JE Provider, and throughout the years, our staff has worked with all 144 school districts in Mississippi, providing Special Education/ Pre- & Post ETS support. This work is not a new venture for our team and it is a work of the heart!*

Our organization will continue to enhance the partnerships between school districts and the Mississippi Department of Rehabilitation Services. It will provide more opportunities for students with disabilities in becoming involved in their community and workplace. It is time to have high expectations for all students and empower them to reach their full potential. It is imperative for our students to know this. Effective transition planning with the goal of competitive integrated employment will lead the way in providing opportunity for all students to be college and career ready!

Objectives:

The primary objectives of the **Job Extravaganzas** are as follows:

- *Equip individuals with disabilities with relevant vocational skills and knowledge to enhance their employability.*
- *Foster an inclusive and supportive environment that encourages individuals with disabilities to develop their talents and potential.*
- *Provide a comprehensive Job Extravaganza which will exceed the needs of the students being served while covering all (5) components of the Pre-ETS model through breakout sessions.*
- *Facilitate the integration of individuals with disabilities into the workforce by establishing partnerships with employers and creating employment opportunities.*
- *Enhance the overall quality of life for individuals with disabilities by promoting self-advocacy, job readiness, and more.*
- *Assist MDRS with additional enrollment of students with documented disabilities.*

Target Population

Our events will specifically cater to students between the ages of 14-21 (up until their 22nd birthdate) with a documented disability, who is enrolled in high school or post-secondary education. Our events will prioritize inclusivity and embrace diversity by accommodating the unique needs of each individual.

Program Design

Our program proposes to reach out to local schools across Mississippi in efforts to reach all students identified in the target population cited above to gain the transferable employment skills needed to achieve competitive employment and/or post-secondary education outcomes. We will work to recruit businesses to set up hands-on mock workstations at job extravaganzas that simulate the work environments and work tasks at the actual businesses.

As part of our contract for conducting Job Extravaganzas, we can offer the following:

Traditionally, we are equipped to provide training and support in all five of the pre-employment transition services (Pre-ETS) areas including: (1) job exploration counseling, (2) work-based learning experiences including in school or after school opportunities, or experience outside of the traditional school setting, (3) counseling on opportunities for enrollment in comprehensive transition or postsecondary educational programs at institutions of higher education; (4) workplace readiness training to develop social skills and independent living; and (5) instruction in self-advocacy, including peer mentoring.

Our Pre-ETS workshops consists of the following but can be edited to suit the needs of the students:

Additionally, we can provide Pre-ETS support two ways. Ideally, we will reach students in their classroom during their school day. Some however are not able to participate during their school day. To be more accessible we also provide trainings outside of school hours.

1. **In school training model:** We will bring our Pre-ETS support sessions to your school by working with school staff to schedule cohorts.
2. **Outside of school training model:** We are able to offer sessions after school, over school vacation weeks and during summer vacation. This may look like a training series being provided late afternoon over Zoom, or an in-person training series done over a school vacation week.



Work Readiness Training

Work Readiness Training, which is focused on building soft skills (transferable, foundational skills) that are important for success in any job.

- **Work Readiness Training Tier 1**, focused on soft skills needed to be employable.
 - Communication
 - Professionalism
- **Work Readiness Training Tier 2**, focused on skills needed to land the job.
 - Interview Preparation
 - Resume Writing Overview
- **Work Readiness Training Tier 3**, focused on skills needed to maintain and advance on the job.
 - Navigating the Job
 - Scheduling
 - Workplace Etiquette
 - Conflict Resolution

Trainings focus on: exploring hard vs. soft skills and the importance of soft skills, defining communication and professionalism, practicing communication skills in professional settings through role playing, making first impressions, interview preparation, resume writing, etc.



Job Exploration Counseling

Job Exploration Counseling, which is focused on helping students determine what they may want to do for work based off their interest, skillset, experience, and preferred environment while considering qualifications and the labor market.

Trainings focus on: exploring interests, skills, and experiences in relation to work, interest/vocational inventories, job zones lessons (qualifications), labor market research, and goal setting and planning.



Self Advocacy Training

Self-Advocacy Training, which is focused on student empowerment, and is designed to help students find their voice, gain independence, and learn what it means to be a strong self-advocate, along with taking responsibility for their choices.

Trainings focus on: how to ask for help and when, the difference between wants, needs and rights, identity and existing in the workplace, disability rights, and accommodations in the workplace and post-secondary education.



Counseling in Post-Secondary Education

Counseling in Post-Secondary Education, which is focused on providing awareness and exposure on higher education options, as well as on the transition from high school to higher education and the important differences between each. We also offer a training series focused on building soft skills necessary for success in higher education.

Trainings focus on: introduction to post-secondary education, navigating resources and accommodations in post-secondary education, navigating the college application process and financial aid, presentations and tours from colleges and trade schools.

*Soft skill training focused on skills needed for success in higher education: interpersonal skills, setting and respecting boundaries, problem solving, decision making, organization, time management, and professional and efficient email writing.



Work-Based Learning Experience

Work-Based Learning Experiences, which are designed to allow students to practice soft skills in a work setting putting their Work Readiness Skills to the test. These experiences also allow students to experience different vocations identified in Job Exploration Counseling.

Trainings focus on: volunteer opportunities, company tours, professional development days, mock interviews, informational interviews, job shadows, and internships.

Technical factors (Proposed methodology)

Implementation Plan

- I. **Needs Assessment:** We will work with Teachers to conduct a thorough needs assessment to identify the specific vocational skills required in the local job market and the barriers faced by individuals with disabilities in accessing employment opportunities.
- II. **Program Development:** Incorporate comprehensive training materials based on the identified needs, incorporating best practices in disability-inclusive education and vocational training.
- III. **Partnership Development:** Establish partnerships with disability organizations, educational institutions, vocational training centers, employers, and other stakeholders to ensure a collaborative and sustainable approach.
- IV. **Recruitment and Selection:** Develop a transparent and inclusive process for recruiting new MDRS VR participants, considering the specific needs, aspirations, and capabilities of individuals with disabilities.
- V. **Program Delivery:** Implement the training program using a combination of classroom instruction, hands-on practical training, and experiential learning opportunities through our Job Extravaganzas. Ensure the accessibility and adaptability of training materials and facilities.
- VI. **Monitoring and Evaluation:** Establish a evaluation system to track participants' progress, gather feedback, and measure the program's effectiveness in achieving its objectives. Use the findings to make necessary adjustments and improvements.

**Contractor will conduct pre-event training with students / schools (if necessary) and post-event follow-up interviews with each participating business, school, and attending students in order to get feedback on what aspects worked well and what could be improved for future events.*

Conclusion

Our comprehensive Job Extravaganzas aims to empower individuals with disabilities by providing them with the necessary vocational skills and employment opportunities. Through a holistic approach that addresses their unique needs, fosters inclusivity, and establishes partnerships, the program will create a positive and lasting impact on the lives of individuals with disabilities and their communities.

Proposed Total Price

\$75,000/Job Extravaganza
of Job Extravaganzas (10)
Total: \$750,000.00 per year

Management (UNMARKED)

There has been research completed on the effective traits of staff working in Pre-ETS (Tilson & Simonsen, 2012).

Those include:

- Principled optimism
- Cultural Competence
- Business oriented professionalism
- Network savvy

Basically, this research found that transition specialists “transition coaches” displaying these four attributes believe in the capabilities of the youth with whom they worked and empowered them to be their best. They do not look at what the youth could not do, but rather at the positive attributes and identified the benefits youth with disabilities could bring to employers.

Our team of Transition Coaches take into account the uniqueness of each of the youth they supported, as well as the specific needs of the employers with whom they worked. By understanding the needs of both the job seeker and the employer, they identified connections between the two, resulting in good job matches that satisfied employers and youth. Our Transition Coaches are not only passionate about the youth they are supporting, but also about their jobs.

As part of our culture, we demonstrate a “whatever it takes” attitude to get the job done and view unexpected challenges as opportunities to act. Moreover, they had a strong sense of self-management and time-management. Of all the work tasks that transition specialists had to juggle, networking was prominent among them. These are the same attributes all staff should have when working with youth.

Our team has over 70 years specializing in Special Education and Workforce Training. All of our Team Leaders and Trainers are Mississippi licensed educators. Our Lead Coaches each have over 15 years working with Special Education and Transitioning. The one thing that sets our us apart is our close network and training in the Mississippi schools. Not only are we familiar with the need, being that we were all classroom teachers, but we also have trained Teachers and Administrators on providing support for students with disabilities. Our Leadership Team has collectively consulted and in every school district in the State of Mississippi.

Pre-ETS and Job Extravaganzas are not new to our organization, as we successfully provided (5) events in our first year. We have worked with hundreds of students, schools, stakeholders and parents over the years providing both pre- and post-employment transition support. It is what makes our eyes twinkle and our hearts rejoice.

Reference

CRP Guidebook | WINTAC. <https://www.wintac.org:443/topic-areas/pre-employment-transition-services/resources/crp-guidebook>

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

1. Parties. The parties to this contract are the Mississippi Department of Rehabilitation Services (hereinafter “MDRS”) and **Learning Zone, Inc.** (hereinafter “Contractor”).
2. Purpose. 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. Scope of Services. 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. Consideration. 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. Period of Performance. 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. 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 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

By:

Samandra Murphy, Chief of Staff
Mississippi Department of Rehabilitation Services

5/23/2025

DATE

By:

Pharen A. Nelson

Pharen A. Nelson, Executive Director

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. Applicable Law. The contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the courts of Mississippi.
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 of 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. 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.
6. Compliance with Laws. Contractor shall comply with, and all activities under this agreement shall be subject to, all applicable federal, state, and local laws and regulations, as now existing and as may be amended or modified.
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. Disputes. 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. E-Payment. Contractor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The Agency agrees to make payment in accordance with Mississippi "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. E-Verification. If applicable, Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act and will register and participate in the status verification system for all newly hired employees. Mississippi Code Annotated §§ 71-11-1 and 71-11-3. Contractor agrees to provide a copy of each verification upon request of the 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. Failure to Deliver. 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. Failure to Enforce. 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. HIPAA Compliance. 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.
16. 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. Insurance. 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. Modification or Renegotiation. 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. No Limitation of Liability. Nothing in this agreement shall be interpreted as excluding or limiting any liability of the Contractor for harm arising out of the Contractor’s or its subcontractors’ performance under this

agreement.

21. Non-solicitation of Employees. 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. Personally Identifiable Information. 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. Property Rights. 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. Trade Secrets, Commercial and Financial Information. It is expressly understood that Mississippi law requires that the provisions of this contract which contain the commodities purchased or the personal or professional services provided, the price to be paid, and the term of the contract shall not be deemed to be a trade secret or confidential commercial or financial information and shall be available for examination, copying, or

reproduction.

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 **Seven Hundred Fifty Thousand** Dollars (\$750,000.00).

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: Pharen Nelson, Ph.D, Executive Director
Learning Zone, Inc.
216 First Colony Blvd.
Madison, MS 39110

EXHIBIT D

Statement of Qualifications

Learning Zone, Inc.

RFx Number: RFQ 3120003152 – Comprehensive Training Events for MDRS Clients

Program: Workforce Innovation & Opportunity Act (WIOA)

Learning Zone, Inc., a registered 501(c)(3) nonprofit organization, is uniquely positioned to deliver high-impact, comprehensive training events for the Mississippi Department of Rehabilitation Services (MDRS) clients under the Workforce Innovation & Opportunity Act (WIOA). We are an active MDRS provider currently delivering Pre-Employment Transition Services (Pre-ETS) across the state, equipping students with disabilities with the tools, confidence, and pathways for post-secondary success.

Our team brings over 70 years of combined experience in Special Education, Workforce Training, and Transitional Support Services. Each of our Team Leaders and Trainers holds a valid Mississippi educator license, with our Lead Coaches having more than 15 years of direct experience supporting students with disabilities and guiding them through transitional planning and workforce readiness. We deeply understand both the systemic challenges and the transformative potential of quality training, having lived those experiences as former educators ourselves.

What truly sets Learning Zone, Inc. apart is our deep-rooted connection to Mississippi schools. Our consultants have worked in every school district in the state—training educators, supporting administrators, and partnering with schools to elevate services for students with disabilities. Several members of our Leadership Team continue to serve as K–12 educational consultants, ensuring that our practices remain current, relevant, and responsive to the needs of today’s students and schools.

At the helm of our organization is Dr. Pharen Burkett, who also serves as an ADA/Disability Services Consultant for the Mississippi Institutions of Higher Learning (IHL). In this role, she provides expert guidance on special services, transition planning, and ADA best practices to Mississippi’s public universities—bridging secondary education with higher education and workforce pathways.

Learning Zone, Inc. has delivered dozens of Pre-ETS workshops, Job Extravaganzas, and transition-focused events across Mississippi. Our longstanding partnerships with schools, parents, and local stakeholders reflect both our commitment and capacity to deliver quality programming that leads to meaningful outcomes. We have a dedicated team of 10 Consultants, with the capacity to scale up to 15 Support Specialists as project needs arise, ensuring we meet the scope and scale required by MDRS initiatives.

In every training we facilitate, our goal remains the same: to inspire, empower, and equip individuals with disabilities to achieve their full potential in education, employment, and life. We look forward to continuing this vital work under the WIOA framework and supporting the goals of MDRS with integrity, innovation, and heart.

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:

_____ 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.

X _____ 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: Learning Zone, Inc.

Signature and Date: Pharen A. Nelson

Name and Title: Pharen A. Nelson, Executive Director



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/18/2025

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.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hiscox Inc. 5 Concourse Parkway Suite 2150 Atlanta GA, 30328	CONTACT NAME: PHONE (A/C. No. Ext): (888) 202-3007 E-MAIL ADDRESS: contact@hiscox.com FAX (A/C. No):
INSURED Learning Zone, Inc. 1910 Hwy 35 S. Forest, MS 39074	INSURER(S) AFFORDING COVERAGE INSURER A: Hiscox Insurance Company Inc INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC # 10200

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			P104.639.567.1	03/18/2025	03/18/2026	EACH OCCURRENCE \$ 1,000,000
			DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000				
			MED EXP (Any one person) \$ 5,000				
			PERSONAL & ADV INJURY \$ 1,000,000				
						GENERAL AGGREGATE \$ 2,000,000	
						PRODUCTS - COMP/OP AGG \$ S/T Gen. Agg.	
							\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$
							AGGREGATE \$
							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A				PER STATUTE OTH-ER \$
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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