

Title 10: Educational Institutions and Agencies

Part 403: Board Policies

Part 403 Chapter 1: Administration Procedures Act

Rule 1.1 Administration Procedures Act. When the Mississippi Charter School Authorizer Board (MCSAB) adopts, amends or repeals any of its rules or policies affecting the public, the Secretary shall file with the Secretary of State notice of this intent in accord with Sections 25-43-1.101 through 25-43-3.114 of the Mississippi Code. This notice shall be filed at least twenty-five (25) days prior to the final adoption of the rule, amendment or repeal, except when imminent peril to the public health, safety or welfare requires adoption of a rule upon fewer than twenty-five (25) days notice. Thereafter, when the MCSAB adopts the rule, amendment or repeal, the Secretary shall file with the Secretary of State a certified copy of the rule, amendment or repeal. The action shall become final thirty (30) days after the filing with the Secretary of State of the certified copy. The Executive Director shall develop a procedure to be used in implementing this policy.

Source: Miss. Code Ann. § 37-1-3 (Adopted 10/2017)

Rule 1.2 Hearing Procedure and Declaratory Opinions. Pursuant to Section 25-43-3.104 of the Mississippi Administrative Procedures Law, the MCSAB must afford persons the opportunity to submit, in writing, argument, data, and views on a proposed rule. The MCSAB may, in its discretion, schedule an oral proceeding on any proposed rule. However, the MCSAB must schedule an oral proceeding on a proposed rule if, within twenty (20) days after the proper filing of the notice of proposed rule adoption, a written request for an oral proceeding is submitted by a political subdivision, an agency or ten (10) persons. Pursuant to Section 25-43-3.104, an agency may issue rules for the conduct of oral rule-making proceedings or prepare reasonable guidelines or procedures for the conduct of any such proceedings. If a written request for an oral proceeding is received from an eligible party as described above, the MCSAB prescribes the following procedures for the conduct of oral hearings.

1. An oral proceeding will be scheduled no earlier than twenty (20) days after notice of the proceeding's location and time is properly filed with the Secretary of State for publication in the administrative bulletin.
2. Within three (3) days after filing with the Secretary of State, notice of the location and time for the proceeding shall be mailed to each person who has made a timely request to the MCSAB to be placed on the mailing list maintained by the MCSAB of persons who have requested notices of proposed rule adoptions.
3. Within three (3) days after filing with the Secretary of State, notice of the location and time for the proceeding shall be published in newspapers with general circulation throughout the state.
4. The MCSAB designates the Executive Director or another presiding officer designated by the Executive Director to preside at a required oral proceeding on a proposed rule.
5. Oral proceedings shall be open to the public.

6. A record, to include all documents submitted at the proceeding, shall be made by stenographic or other means of all oral proceedings. The record shall be available for cost upon the written request of an applicant.
7. Oral proceedings shall not be conducted pursuant to statutory or formal rules of evidence or procedure. The presiding officer's authority to limit oral testimony includes, but is not limited to, those situations necessary to keep the hearing focused on the proposed rule or to prevent undue repetition in the proceeding.
8. The presiding officer shall make a recommendation to the MCSAB at its next, regularly scheduled meeting. Said recommendation shall include: (i) the proposed rule; (ii) a summary of the oral proceeding; and, (iii) recommendations.

Rule 1.2.1 Declaratory Opinions

1. **Scope**
Part III of these Rules is promulgated pursuant to MS Code Ann. §25-43-2.103(2) (1972) of the Administrative Procedure Law, and is intended to set forth the MCSAB's rules governing the form and content of requests for declaratory opinions, and the MCSAB's procedures regarding the requests, as required by MS Code § 25-43-2.103 (1972). These rules are intended to supplement and be read in conjunction with the provisions of the Mississippi Administrative Procedures Law, which may contain additional information regarding the issuance of declaratory opinions. In the event of any conflict between these rules and the Mississippi Administrative Procedures Law, the latter shall govern.
2. **Persons Who May Request Declaratory Opinions.**
Any person with a substantial interest in the subject matter may request a declaratory opinion from the MCSAB by following the specified procedures. "Substantial interest in the subject matter" means: an individual, business, group or other entity that is directly affected by the MCSAB's administration of the laws within its primary jurisdiction. "Primary jurisdiction of the agency" means the agency has a constitutional or statutory grant of authority in the subject matter at issue.
3. **Subjects Which May Be Addressed In Declaratory Opinions.**
The MCSAB will issue declaratory opinions regarding the applicability to specified facts of: (1) a statute administered or enforceable by the or (2) a rule promulgated by the Board. The MCSAB will not issue a declaratory opinion regarding a statute or rule which is outside the primary jurisdiction of the agency.
4. **Circumstances in which Declaratory Opinions Will Not Be Issued.** The MCSAB may, for good cause, refuse to issue a declaratory opinion. The circumstances in which declaratory opinions will not be issued include, but are not necessarily limited to:
 - a. lack of clarity concerning the question presented;
 - b. there is pending or anticipated litigation, administrative action, or other adjudication which may either answer the question presented by the request or otherwise make an answer unnecessary;
 - c. the statute or rule on which a declaratory opinion is sought is clear and not in need of interpretation to answer the question presented by the request;

- d. the facts presented in the request are not sufficient to answer the question presented;
- e. the request fails to contain information required by these rules or the requestor failed to follow the procedure set forth in these rules;
- f. the request seeks to resolve issues which have become moot, or are abstract or hypothetical such that the requestor is not substantially affected by the statute or rule on which a declaratory opinion is sought;
- g. no controversy exists concerning the issue as the requestor is not faced with existing facts or those certain to arise which raise a question concerning the application of the statute or rule;
- h. the question presented by the request concerns the legal validity of a statute or rule;
- i. the request is not based upon facts calculated to aid in the planning of future conduct but is, instead, based on past conduct in an effort to establish the effect of that conduct;
- j. no clear answer is determinable;
- k. the question presented by the request involves the application of a criminal statute or a sets of facts which may constitute a crime;
- l. the answer to the question presented would require the disclosure of information which is privileged or otherwise protected by law from disclosure;
- m. The question is currently the subject of an Attorney General's opinion request or has been answered by an Attorney General's opinion;
- n. A similar request is pending before this agency or any other agency or a proceeding is pending on the same subject matter before any agency, administrative or judicial tribunal, or where such an opinion would constitute the unauthorized practice of law.
- o. Where issuance of a declaratory opinion may adversely affect the interests of the State, the Board, the Commissions appointed by the Board, or any of their officers or employees in any litigation which is pending or may reasonably be expected to arise;
- p. The question involves eligibility for a license, permit, certificate or other approval by the MCSAB or some other agency, and there is a statutory or regulatory application process by which eligibility for said license, permit, certificate or other approval would be determined.

5. Written Request Required.

Each request must be printed or typewritten, or must be in legible handwriting. Each request must be submitted on standard business letter-size paper (8-1/2 inches by 11 inches). Requests may be in the form of a letter addressed to the Board.

6. Where to Send Requests.

All requests must be mailed, delivered or transmitted via facsimile to:

Mississippi Charter School Authorizer Board
 ATTN: DECLARATORY OPINION REQUEST

239 N. Lamar Street
Suite 207
Jackson, MS 39201

The request shall clearly state that it is a request for a declaratory opinion. No oral, telephone requests or email requests will be accepted for official opinions.

7. Name, Address and Signature of Requestor.

Each request must include the full name, telephone number, and mailing address of the requestor. All requests shall be signed by the person filing the request, who shall attest that the request complies with the requirements set forth in these rules, including but not limited to a full, complete, and accurate statement of relevant facts and that there are no related proceedings pending before any other administrative or judicial tribunal.

8. Question Presented.

Each request shall contain the following:

- a. a clear and concise statement of all facts on which the opinion is requested;
- b. a citation to the statute or rule at issue;
- c. the question(s) sought to be answered in the opinion, stated clearly;
- d. a suggested proposed opinion from the requestor, stating the answers desired by petitioner and a summary of the reasons in support of those answers;
- e. the identity of all other known persons involved in or impacted by the described factual situation, including their relationship to the facts, name, mailing address and telephone number; and
- f. a statement to show that the person seeking the opinion has a substantial interest in the subject matter.

9. Time for MCSAB's Response.

Within forty-five (45) days after the receipt of a request for a declaratory opinion which complies with the requirements of these rules, the MCSAB shall, in writing:

- a. issue a declaratory opinion regarding the specified statute or rule as applied to the specified circumstances;
- b. decline to issue a declaratory opinion, stating the reasons for its action; or
- c. agree to issue a declaratory opinion by a specified time but not later than ninety (90) days after receipt of the written request. The forty-five (45) day period shall begin running on the first State of Mississippi business day on or after the request is received by the Board, whichever is sooner.

10. Opinion Not Final for Sixty Days.

A declaratory opinion shall not become final until the expiration of sixty (60) days after the issuance of the opinion. Prior to the expiration of sixty (60) days, the MCSAB may, in its discretion, withdraw or amend the declaratory opinion for any reason which is not arbitrary or capricious. Reasons for withdrawing or amending an opinion include, but are

not limited to, a determination that the request failed to meet the requirements of these rules or that the opinion issued contains a legal or factual error.

11. Notice by MCSAB to third parties.

The MCSAB may give notice to any person, agency or entity that a declaratory opinion has been requested and may receive and consider data, facts, arguments and opinions from other persons, agencies or other entities other than the requestor.

12. Public Availability of Requests and Declaratory Opinions.

Declaratory opinions and requests for declaratory opinions shall be available for public inspection and copying in accordance with the Public Records Act and the Board's public records request procedure. All declaratory opinions and requests shall be indexed by name and subject. Declaratory opinions and requests which contain information which is confidential or exempt from disclosure under the Mississippi Public Records Act or other laws shall be exempt from this requirement and shall remain confidential.

13. Effect of a Declaratory Opinion.

The MCSAB will not pursue any civil, criminal or administrative action against a person who is issued a declaratory opinion from the MCSAB and who, in good faith, follows the direction of the opinion and acts in accordance therewith unless a court of competent jurisdiction holds that the opinion is manifestly wrong. Any declaratory opinion rendered by the MCSAB shall be binding only on the MCSAB and the person to whom the opinion is issued. No declaratory opinion will be used as precedent for any other transaction or occurrence beyond that set forth by the requesting person.

Source: Miss. Code Ann. § 37-1-3 (Adopted 10/2017)

Title 10: Educational Institutions and Agencies

Part 403: Board Policies

Part 403 Chapter 2: Request for Information

Rule 2.1: Public Records Policy. The public records policy of the Mississippi Charter School Authorizer Mississippi Charter School Authorizer Board (MCSAB) has been adopted in accordance with the Mississippi Public Records Act of 1983, Section 25-61-1, et seq. Mississippi Code of 1972. All records and portions of records not exempt from disclosure will be made available in accordance with the procedures outlined below.

1. PUBLIC RECORD

In accordance with Miss. Code Ann. Section 25-61-3(b), public records are defined as “all books, records, papers, accounts, letters, maps, photographs, films, cards, tapes, recordings or reproductions thereof, and any other documentary materials, regardless of physical form or characteristics, having been used, being in use, or prepared, possessed or retained for use in the conduct, transaction or performance of any business, transaction, work, duty or function of any public body, or required to be maintained by any public body.”

2. REQUEST:

Requests for information may be made pursuant to and in accordance with the Mississippi Public Records Act and the MCSAB policy by submitting a written request specifying the record(s) sought, and must include the name, address, and email address of the individual and/or organization requesting the record.

A form has been created to assist requesters in meeting these submission requirements and is available online at www.charterschoolboard.ms.gov.

Requests should be submitted to:

Mississippi Charter Authorizer Board
ATTN: PUBLIC RECORDS REQUEST
239 N. Lamar Street
Suite 207
Jackson, MS 39201

3. RESPONSE:

The MCSAB shall respond in writing within seven (7) working days from the date of the receipt of the request. If the requested record is unable to be produced by the seventh working day after the request is made, the MCSAB will provide a written explanation to the requester stating that the record requested will be produced and specifying with particularity why the records cannot be produced within the seven-day period. Unless there is mutual agreement of the parties, in no event shall the date for the requested records be any later than fourteen (14) working days from the receipt by of the original request.

4. FEES:

By statute, charges are made on a cost-recovery basis. Any person who desires copies of a public record as defined herein but does not officially represent a public body shall be charged the actual cost per page of mechanically reproduced copy. Copies of pages printed on both sides (front and back) shall be considered as two pages. This fee is for the cost of searching, reviewing, and duplicating the public record.

However, if the searching, reviewing, or duplicating of documents or the separating of nonexempt material from documents, etc., containing exempt material requires more than one-quarter hour of work, then the hourly rate can be charged in addition to a mechanical reproduction charge of twenty-five cents (\$.25) per page for any copies desired. The charge for the hours shall be based upon the hourly salary of the lowest paid employee of the MCSAB qualified and available to do the job.

In the event the public record is available in computer files and can be obtained through computer use, the requesting party must pay the charge for computer use, including programming time and actual computer time as well as any other costs incurred. This charge will be determined by the MCSAB.

Mailing costs calculated at the applicable United State Postal Service rates shall be charged where appropriate. The cost of mailing a notice to third parties via certified mail, return receipt requested, shall be charged to persons requesting the public records. Actual costs for shipment by other than United States Postal Service shall be charged to the person requesting the special shipment.

When fees are appropriate as specified, the fees must be paid prior to the Board's compliance with the request. Cash, money orders, cashier's checks, personal and company checks will be accepted in payment for fees, and must be made payable to the Mississippi Charter School Authorizer Board. Payment by personal or company check will be accepted subject to clearance within fourteen (14) working days.

5. THIRD PARTY NOTICE:

Records furnished to the MCSAB by a third party which contain trade secrets or confidential commercial or financial information shall not be released until notice to the third party has been given in accordance with the Mississippi Public Records Act. Such records shall be released in fourteen (14) days from the third party's receipt of notice unless the third party obtains a court order protecting the records as confidential or notifies MCSAB in writing of its intent to seek such order.

6. DENIALS:

Denials shall contain the specific reasons for denial. Copies of all denials shall be maintained on file by the MCSAB for not less than three years from the date denial is made.

Source: MS Code 25-61-1, et seq. (Adopted 10/2017)



**Request for Proposals to Conduct Surveys and Provide Technical Assistance for
Developing and Implementing Procedures**

INTRODUCTION AND PURPOSE OF THE RFP: The Mississippi Charter School Authorizer Board is requesting written proposals to provide professional services. The Mississippi Charter School Authorizer Board will receive proposals from firms having specific experience and qualifications in the areas identified in this solicitation. For consideration, proposals for the services must contain evidence of the firm's experience and abilities in the specified area and other disciplines directly related to the proposed services. Other information required by the Mississippi Charter School Authorizer Board may be included elsewhere in the solicitation. Unless otherwise stated, all offerors shall provide references, illustrative examples of similar work performed, and any other information that clearly demonstrates the offeror's expertise in the area of the solicitation.

SCOPE OF SERVICES: There are two distinct services being requested: Conducting Scientific Surveys and Developing Procedures. The Independent Contractor shall perform and render these professional services in compliance with Board direction, its laws, rules and regulations. The tasks to be performed by Independent Contractor shall include but not be limited to:

Scientific Survey Services and Assessments of Public Awareness

- Design survey tools and instruments
- Establish criteria for surveys and also for general public awareness
- Conduct *annual/periodic* scientific surveys on a statewide basis;
- Assess awareness, general sentiment, satisfaction levels and concerns;
- Conduct in-depth analysis of survey results and public opinion; and,
- Present results to varied audiences.

Procedure Development

- Analyze current procedures utilized by the Mississippi Charter School Authorizer Board;
- Conduct research, compile data, and make recommendations based on model practices;
- Establish goals for annual policy adoption; and
- Formalize procedures in accordance with Mississippi state government requirements;

INFORMATION TO BE PROVIDED BY RESPONDING ENTITIES: The following information must be provided in the proposal:

Executive Summary – Provide a summary of the respondent's qualifications and ability to meet the overall requirements. It must include specific authorization to contact all references.

Place of Incorporation or Formation and Years of Experience - The proposer must provide the firm's date and state of incorporation or formation, years in business, and the years of firm's experience.

Statement of Qualifications - Describe the qualifications and experience that demonstrate the respondent's capability to provide the requested services. The following minimum information must be included:

- The qualifications, including licenses, certifications, education, skills and experience of all persons who would be assigned to provide the required services;
- A listing of other contracts under which services of a similar scope, size or discipline have been performed or undertaken;
- Sample of previous work

Work Plan

Provide a work plan which details the tasks to be performed, the methodology for completing the tasks performed, the timeframe for each task, and other information which will describe the services to be provided.

Budget

A detailed budget and budget narrative shall be included. The budget shall include an offer that encompasses all requirements of this Request for Proposals. To be considered, offers must submit a budget that addresses all costs for services and expenses. Each component should be priced individually.

Time Frame

The anticipated initial contract period will be from the date the contract is signed by all parties through September 30, 2019. Services may be renewed annually for three consecutive years.

Contract

A contract will be awarded to the vendor whose offer is determined to be the most advantageous to the Board, based on the evaluation factors set forth below.

Attachment A of this RFP contains a list of the clauses that will be required in any executed contract.

Proposal Evaluations

A selection committee shall review and evaluate all replies. The selection committee will have only the response to the solicitation to review for selection of finalists. It is, therefore, important that respondents emphasize specific information pertinent to the work. Evaluation of the responses will be based on the following criteria.

- | | |
|--|-----|
| • Demonstrated Experience and Ability for Conducting Statewide Surveys and Assessments | 20% |
| • Demonstrated Experience and Ability in Charter School Policy Development | 20% |
| • Knowledge of Mississippi Charter School laws and procedures | 25% |
| • Work Plan | 15% |
| • Price | 20% |

Inquiries regarding this Request for Proposal must be directed in writing to:

Marian Schutte, Executive Director
Mississippi Charter School Authorizer Board
239 N. Lamar, Suite 207
Jackson, MS 39201
charterschools@mississippi.edu

Submission of Responses

Written proposals subject to the conditions herein stated and attached hereto, will be received at this office until December 28, 2017 at 4:00 pm Central Standard time for furnishing the services as described above for the Mississippi Charter School Authorizer Board. Any proposal received after the deadline will not be considered and will be returned unopened to the proposer. Proposals submitted by facsimile or by electronic mail will not be accepted. Proposals and attachments must be submitted to:

Mississippi Charter School Authorizer Board
239 N. Lamar Street, Suite 207
Jackson, MS 39201

1. The vendor is required to submit one (1) clearly marked original response with a signed proposal cover sheet and signed Statement of Compliance. Four additional copies must be submitted with the original response.
2. Responses are strictly limited to a *total of ten (10) pages*, not including attachments. References must be made to the specific section of the RFP to which the offeror is responding.
3. To prevent opening by unauthorized individuals, all submittals must be sealed in the package marked, "PROPOSAL FOR SURVEY AND TECHNICAL ASSISTANCE - DO NOT OPEN".
4. Number each page of the proposal.
5. Respondent should allow sufficient mail and internal delivery time to ensure timely receipt.
6. As a guideline, The Mississippi Charter School Authorizer Board anticipates the following tentative timetable for the selection of management services:

DATE	ACTIVITY/EVENT
December 5, 2017	Request for Proposals Issued
December 7 and 14, 2017	Newspaper Advertisement
December 18, 2017	Deadline for Written Questions (12:00 p.m. CST)
December 20, 2017	Published Response to Written Questions
December 28, 2017	Proposals Due Prior to Deadline (4:00 p.m. CST)
January 24, 2018	Award Contract*

* Estimate only; subject to change.

Questions and Answers

Questions concerning the RFP should be sent to: charterschools@mississippi.edu. The deadline for submitting written questions by email is December 18, 2017 at noon. Copies of all questions submitted, and the responses will be posted on the Board's website: <http://www.charterschoolboard.ms.gov>

Proposers shall acknowledge receipt of any amendment to the solicitation and return the Acknowledge Form (Attachment B to this RFP) with their proposal. Questions and responses shall be considered amendments to the Request for Proposals.

Responsibility of The Offeror

The offer must meet the following conditions to ensure the submitted proposal will be considered:

- Ensure the proposal is delivered by the deadline and assume all risks of delivery as late proposals will not be accepted.
- Ensure the proposal is date and time stamped if Hand Delivered
- Provide the appropriate response as required under the Statement Regarding Contingent Fees clause on page 8 of this RFP.
- Ensure all responses are complete as incomplete proposals will not be returned for revisions and will not be evaluated.
- Ensure the required number of copies are provided.

Right to Reject, Cancel and/or Issue Another RFP

The Mississippi Charter School Authorizer Board reserves the right to reject any or all proposals received in response to the RFP, cancel the RFP in its entirety, or issue another RFP.

Withdrawal of a Proposal

A proposer may withdraw a submitted proposal by submitting a written notification for its withdrawal to the Mississippi Charter School Authorizer Board, signed by the proposer, and emailed, or mailed to the address provided in this RFP. No amendments, revisions, or alterations to proposals are accepted after the due date unless requested by the Mississippi Charter School Authorizer Board.

Additional Information Regarding the RFP

The Mississippi Charter School Authorizer Board is committed to diversity and equal employment opportunities among its contractors and encourages all firms, including firms that are minority-owned or women-owned, to submit responses to this RFP.

News releases pertaining to the RFP or any part of the RFP shall not be made without prior written approval from the Mississippi Charter School Authorizer Board.

Duration of Proposal

Within the introduction section of the proposal, you must state that the proposal is valid for a period of at least 90 days subsequent to the date proposals are due. The proposal shall become part of the contract in the event that the contract is awarded to your organization.

Disposition of Proposals

All submitted proposals become the property of the State of Mississippi.

Acknowledgment of Amendments

Bidders shall acknowledge receipt of any amendment to the solicitation 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. The acknowledgment must be received by the Mississippi Charter School Authorizer Board by the time and at the place specified for receipt of bids.

Proprietary Information

The bidder should mark any and all pages of the response considered to be proprietary information which may remain confidential in accordance with Mississippi Code Annotated Sections 25-61-9 and 79-23-1 (1972, as amended). Each page of the response that the bidder considers trade secrets or confidential commercial or financial information should be on a different color paper than non-confidential pages and be marked in the upper right-hand corner with the word "CONFIDENTIAL." Any pages not marked accordingly will be subject to review by the general public after award of the contract. Requests to review the proprietary information will be handled in accordance with applicable legal procedures. Failure to clearly identify trade secrets or confidential commercial or financial information will result in that information being released to a public records request.

Certification of Independent Price Determination

The bidder certifies that the prices submitted in response to the solicitation have been arrived at independently and without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to those prices, the intention to submit a bid, or the methods or factors used to calculate the prices bid. Note: The following clause shall be completed and conspicuously placed within the response bid or proposal.

Prospective Contractor's Representation Regarding Contingent Fees

The prospective Contractor represents as a part of such Contractor's bid or proposal that such Contractor has/has not (use applicable word or words) retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract.

Representation Regarding Gratuities

The bidder, offeror, or Contractor represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 7-204 (Gratuities) of the *Mississippi Personal Service Contract Review Board Rules and Regulations*.

Procurement Regulations

The contract shall be governed by the applicable provisions of the Mississippi Personal Service Contract Review Board Rules and Regulations, a copy of which is available at 210 East Capitol, Suite 800, Jackson, Mississippi 39201 for inspection, or downloadable at <http://www.mspb.ms.gov>.

Certification Statement

Carefully review the Certification Statement. At least one (1) original copy of the proposal must contain the original signature of a company official or agent duly authorized to sign proposals or contracts on behalf of the organization. Failure to submit a signed Certification Statement may result in your proposal being eliminated from further consideration.

CERTIFICATION STATEMENT

The undersigned hereby acknowledges she/he has read and understands all requirements and specifications of the Request for Qualifications (RFP), including attachments, if any.

OFFICIAL CONTACT

The Mississippi Charter School Authorizer Board requires that the proposer designate one person to receive all documents and the method in which the documents are best delivered. Identify the Contact name and fill in the information below:

Date	
Official Contact	
Name	
Phone Number with Area Code	
Email Address	
Facsimile Number with Area Code	
U.S. Postal Service Address (Mailing)	

Proposer certifies that the above information is true and grants permission to the Mississippi Charter School Authorizer Board to contact the above-named person or otherwise verify the information provided.

By its submission of this proposal and authorized signature below, proposer certifies that:

- (1) The information contained in its response to this RFP is accurate;
- (2) Proposer complies with each of the mandatory requirements listed in the RFP and will meet or exceed the requirements specified therein;
- (3) Proposer accepts the procedures, evaluation criteria, mandatory contract terms and conditions, and all other administrative requirements set forth in this RFP;
- (4) Proposer's fee and expense quote is valid for at least 90 days from the date of submission of proposal;
- (5) Proposer understands that if selected as the successful proposer, he/she will have five (5) business days from the date of delivery of the final contract in which to execute final contract document; and
- (6) Proposer provides authorization for The Mississippi Charter School Authorizer Board to verify work performed for prior clients of the proposer.

Authorized Signature					
Typed or Printed Name:					
Title:					
Company Name:					
Address:					
City		State		Zip	

ATTACHMENT A – REQUIRED CONTACTUAL CLAUSES

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.

AVAILABILITY OF FUNDS: It is expressly understood and agreed that the obligation of The Mississippi Charter School Authorizer Board to proceed under this agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to The Mississippi Charter School Authorizer Board, The Mississippi Charter School Authorizer Board shall have the right upon ten (10) working days written notice to Contractor, to terminate this agreement without damage, penalty, cost or expenses to the [State] of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

REPRESENTATION REGARDING CONTINGENT FEES: The 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.

REPRESENTATION REGARDING GRATUITIES: The contractor represents that it has not violated, is not violating and promises that it will not violate the prohibition against gratuities set forth in Section 7-204 of the Mississippi Personal Service Contract Procurement Regulations.

PROCUREMENT REGULATIONS: The contract shall be governed by the applicable provisions of the Personal Service Contract Review Board Regulations.

TRADE SECRETS, COMMERCIAL AND FINANCIAL INFORMATION: It is expressly understood that Mississippi law requires that the provisions of this contract which contain 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.

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

STOP WORK ORDER: *Order to Stop Work:* The Board, may, by written order to Contractor at any time, and without notice to any surety, require Contractor to stop all or any part of the work called for by this

contract. This order shall be for a specified period not exceeding 90 days after the order is delivered to Contractor, unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, Contractor shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the Board shall either:

- Cancel the stop work order; or,
- Terminate the work covered by such order as provided in the Termination for Default clause or the Termination for Convenience clause of this contract.

Cancellation or Expiration of the Order: If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, Contractor shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or Contractor price, or both, and the contract shall be modified in writing accordingly, if:

- The stop work order results in an increase in the time required for, or in Contractor's cost properly allocable to, the performance of any part of this contract; and,
- Contractor asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage; provided that, if the Procurement Officer decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this contract.

Termination of Stopped Work: If a stop work order is not canceled and the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise.

E-PAYMENT: Contractor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The agency agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies," which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of invoice. Miss. Code Ann. § 31-7-305 (1972, as amended).

E-VERIFICATION Mississippi Employment Protection Act: Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act, Section 71-11-1, et. seq. of the Mississippi Code Annotated (Supp 2008), and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor agrees to maintain records of such compliance and, upon request of the State and approval of the Social Security Administration or Department of Homeland Security, where required, to provide a copy of each such verification to the State. Contractor/Seller further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. Contractor/Seller understands and agrees

that any breach of these warranties may subject Contractor/Seller to the following: (a) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (b) the loss of any license, permit, certification or other document granted to Contractor/Seller by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. In the event of such termination/cancellation, Contractor/Seller would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit."

TRANSPARENCY: Proposals submitted, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," and its exceptions. See Miss. Code Ann. §§ 25-61-1 et seq., (1972, as amended) and Miss. Code Ann. § 79-23-1 (1972, as amended). In addition, this contract is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Miss. Code Ann. §§ 27-104-151 et seq. (1972, as amended). Unless exempted from disclosure due to a court-issued protective order, a copy of this executed contract is required to be posted to the Department of Finance and Administration's independent agency contract website for public access at <http://www.transparency.mississippi.gov>. Information identified by Contractor as trade secrets, or other proprietary information, including confidential vendor information, or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes, will be redacted.

PAYMODE: Payments by state agencies using the State's accounting system shall be made and remittance information provided electronically as directed by the State. These payments shall be deposited into the bank account of Contractor's choice. The State 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 State is exempt from the payment of taxes. All payments shall be in United States currency.

TERMINATION FOR CONVENIENCE: The Agency may, when the interests of the State so require, terminate this contract in whole or in part, for the convenience of the State. The Agency shall give written notice of the termination to the Contractor specifying the part of the contract terminated and when termination becomes effective.

The Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the Contractor will stop work to the extent specified. The Contractor must complete the work that is not terminated by the notice of termination.

TERMINATION FOR DEFAULT: If the Contractor refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completions within the time specified in this contract, or any extension thereof otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the Agency may notify the Contractor in writing of the delay or nonperformance and if not cured in ten days or any longer time specified in writing by the Agency, the Agency may terminate the Contractor's right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform.

In the event of termination for default, in whole or in part, the Agency, after due written notice, may procure the services from other sources and hold the Contractor responsible for any resulting additional

administrative costs associated with the procurement. This remedy shall be in addition to any other remedies that the Agency may have.

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

ATTACHMENT B – Acknowledgement of RFP Amendments

Proposer acknowledges all amendments to the RFP. Responses to questions will be treated as amendment to the RFP and require acknowledgment.

Offeror's Signature

Date

RFP Title



Request for Proposals to Conduct Charter School Technical Assistance and Charter School Operator Recruitment Activities

INTRODUCTION AND PURPOSE OF THE RFP: The Mississippi Charter School Authorizer Board is requesting written proposals to provide professional services. The Mississippi Charter School Authorizer Board will receive proposals from firms having specific experience and qualifications in the areas identified in this solicitation. For consideration, proposals for the services must contain evidence of the firm's experience and abilities in the specified area and other disciplines directly related to the proposed services. Other information required by the Mississippi Charter School Authorizer Board may be included elsewhere in the solicitation. Unless otherwise stated, all offerors shall provide references, illustrative examples of similar work performed, and any other information that clearly demonstrates the offeror's expertise in the area of the solicitation.

SCOPE OF SERVICES: There are three distinct services being requested: Conducting Charter School Technical Assistance, Developing Technical Assistance Support Tools, and Conducting Charter School Recruitment Activities. The Independent Contractor shall perform and render these professional services in compliance with Board direction, its laws, rules and regulations. The tasks to be performed by Independent Contractor shall include but not be limited to:

Charter School Technical Assistance

- Assess and analyze current technical assistance offered by the Mississippi Charter School Authorizer Board and existing partner organizations;
- Develop a technical assistance plan for aspiring, approved, and operating charter schools; and
- Provide technical assistance and trainings to aspiring, approved, and operating charter school applicants.

Charter School Technical Assistance Support Tools

- Assess and analyze current technical assistance support tools utilized by the Mississippi Charter School Authorizer Board and existing partner organizations;
- Develop a technical assistance tool development plan for aspiring, approved, and operating charter schools; and
- Create support tools for aspiring, approved, and operating charter schools as identified.

Charter School Recruitment Activities

- Actively recruit charter management organizations with a track record of success;
- Develop and further partnerships with existing talent pipeline providers;
- Attend charter school conferences and retreats while representing the Mississippi Charter School Sector; and
- Design and publish Mississippi charter school recruitment materials.

INFORMATION TO BE PROVIDED BY RESPONDING ENTITIES: The following information must be provided in the proposal:

Executive Summary – Provide a summary of the respondent's qualifications and ability to meet the overall requirements. It must include specific authorization to contact all references.

Place of Incorporation or Formation and Years of Experience - The proposer must provide the firm's date and state of incorporation or formation, years in business, and the years of firm's experience.

Statement of Qualifications - Describe the qualifications and experience that demonstrate the respondent's capability to provide the requested services. The following minimum information must be included:

- The qualifications, including licenses, certifications, education, skills and experience of all persons who would be assigned to provide the required services;
- A listing of other contracts under which services of a similar scope, size or discipline have been performed or undertaken;
- Sample of previous work

Work Plan

Provide a work plan which details the tasks to be performed, the methodology for completing the tasks performed, the timeframe for each task, and other information which will describe the services to be provided.

Budget

A detailed budget and budget narrative shall be included. The budget shall include an offer that encompasses all requirements of this Request for Proposals. To be considered, offers must submit a budget that addresses all costs for services and expenses. Each component should be priced individually.

Time Frame

The anticipated initial contract period will be from the date the contract is signed by all parties through September 30, 2019. Services may be renewed annually for three consecutive years.

Contract

A contract will be awarded to the vendor whose offer is determined to be the most advantageous to the Board, based on the evaluation factors set forth below.

Attachment A of this RFP contains a list of the clauses that will be required in any executed contract.

Proposal Evaluations

A selection committee shall review and evaluate all replies. The selection committee will have only the response to the solicitation to review for selection of finalists. It is, therefore, important that respondents emphasize specific information pertinent to the work. Evaluation of the responses will be based on the following criteria.

- Demonstrated Experience and Ability in Providing Charter School Technical Assistance 25%
- Demonstrated Experience and Ability in Developing Charter School Technical Assistance Tools 20%
- Demonstrated Experience and Ability in Recruiting Charter Management Operators 20%
- Work Plan 15%
- Price 20%

Inquiries regarding this Request for Proposal must be directed in writing to:

Marian Schutte, Executive Director
 Mississippi Charter School Authorizer Board
 239 N. Lamar, Suite 207
 Jackson, MS 39201
 charterschools@mississippi.edu

Submission of Responses

Written proposals subject to the conditions herein stated and attached hereto, will be received at this office until December 28, 2017 at 4:00 pm Central Standard time for furnishing the services as described above for the Mississippi Charter School Authorizer Board. Any proposal received after the deadline will not be considered and will be returned unopened to the proposer. Proposals submitted by facsimile or by electronic mail will not be accepted. Proposals and attachments must be submitted to:

Mississippi Charter School Authorizer Board
 239 N. Lamar Street, Suite 207
 Jackson, MS 39201

1. The vendor is required to submit one (1) clearly marked original response with a signed proposal cover sheet and signed Statement of Compliance. Four additional copies must be submitted with the original response.
2. Responses are strictly limited to a *total of ten (10) pages*, not including attachments. References must be made to the specific section of the RFP to which the offeror is responding.
3. To prevent opening by unauthorized individuals, all submittals must be sealed in the package marked, "PROPOSAL FOR TECHNICAL ASSISTANCE AND RECRUITMENT- DO NOT OPEN".
4. Number each page of the proposal.
5. Respondent should allow sufficient mail and internal delivery time to ensure timely receipt.
6. As a guideline, The Mississippi Charter School Authorizer Board anticipates the following tentative timetable for the selection of management services:

DATE	ACTIVITY/EVENT
December 5, 2017	Request for Proposals Issued
December 7 and 14, 2017	Newspaper Advertisement
December 18, 2017	Deadline for Written Questions (12:00 p.m. CST)
December 20, 2017	Published Response to Written Questions
December 28, 2017	Proposals Due Prior to Deadline (4:00 p.m. CST)
January 24, 2018	Award Contract*

* Estimate only; subject to change.

Questions and Answers

Questions concerning the RFP should be sent to: charterschools@mississippi.edu. The deadline for submitting written questions by email is December 18, 2017 at noon. Copies of all questions submitted, and the responses will be posted on the Board's website: <http://www.charterschoolboard.ms.gov>

Proposers shall acknowledge receipt of any amendment to the solicitation and return the Acknowledge Form (Attachment B to this RFP) with their proposal. Questions and responses shall be considered amendments to the Request for Proposals.

Responsibility of The Offeror

The offer must meet the following conditions to ensure the submitted proposal will be considered:

- Ensure the proposal is delivered by the deadline and assume all risks of delivery as late proposals will not be accepted.
- Ensure the proposal is date and time stamped if Hand Delivered
- Provide the appropriate response as required under the Statement Regarding Contingent Fees clause on page 8 of this RFP.
- Ensure all responses are complete as incomplete proposals will not be returned for revisions and will not be evaluated.
- Ensure the required number of copies are provided.

Right to Reject, Cancel and/or Issue Another RFP

The Mississippi Charter School Authorizer Board reserves the right to reject any or all proposals received in response to the RFP, cancel the RFP in its entirety, or issue another RFP.

Withdrawal of a Proposal

A proposer may withdraw a submitted proposal by submitting a written notification for its withdrawal to the Mississippi Charter School Authorizer Board, signed by the proposer, and emailed, or mailed to the address provided in this RFP. No amendments, revisions, or alterations to proposals are accepted after the due date unless requested by the Mississippi Charter School Authorizer Board.

Additional Information Regarding the RFP

The Mississippi Charter School Authorizer Board is committed to diversity and equal employment opportunities among its contractors and encourages all firms, including firms that are minority-owned or women-owned, to submit responses to this RFP.

News releases pertaining to the RFP or any part of the RFP shall not be made without prior written approval from the Mississippi Charter School Authorizer Board.

Duration of Proposal

Within the introduction section of the proposal, you must state that the proposal is valid for a period of at least 90 days subsequent to the date proposals are due. The proposal shall become part of the contract in the event that the contract is awarded to your organization.

Disposition of Proposals

All submitted proposals become the property of the State of Mississippi.

Acknowledgment of Amendments

Bidders shall acknowledge receipt of any amendment to the solicitation 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. The acknowledgment must be received by the Mississippi Charter School Authorizer Board by the time and at the place specified for receipt of bids.

Proprietary Information

The bidder should mark any and all pages of the response considered to be proprietary information which may remain confidential in accordance with Mississippi Code Annotated Sections 25-61-9 and 79-23-1 (1972, as amended). Each page of the response that the bidder considers trade secrets or confidential commercial or financial information should be on a different color paper than non-confidential pages and be marked in the upper right-hand corner with the word "CONFIDENTIAL." Any pages not marked accordingly will be subject to review by the general public after award of the contract. Requests to review the proprietary information will be handled in accordance with applicable legal procedures. Failure to clearly identify trade secrets or confidential commercial or financial information will result in that information being released to a public records request.

Certification of Independent Price Determination

The bidder certifies that the prices submitted in response to the solicitation have been arrived at independently and without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to those prices, the intention to submit a bid, or the methods or factors used to calculate the prices bid. Note: The following clause shall be completed and conspicuously placed within the response bid or proposal.

Prospective Contractor’s Representation Regarding Contingent Fees

The prospective Contractor represents as a part of such Contractor’s bid or proposal that such Contractor has/has not (use applicable word or words) retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract.

Representation Regarding Gratuities

The bidder, offeror, or Contractor represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 7-204 (Gratuities) of the *Mississippi Personal Service Contract Review Board Rules and Regulations*.

Procurement Regulations

The contract shall be governed by the applicable provisions of the Mississippi Personal Service Contract Review Board Rules and Regulations, a copy of which is available at 210 East Capitol, Suite 800, Jackson, Mississippi 39201 for inspection, or downloadable at <http://www.mspb.ms.gov>.

Certification Statement

Carefully review the Certification Statement. At least one (1) original copy of the proposal must contain the original signature of a company official or agent duly authorized to sign proposals or contracts on behalf of the organization. Failure to submit a signed Certification Statement may result in your proposal being eliminated from further consideration.

CERTIFICATION STATEMENT

The undersigned hereby acknowledges she/he has read and understands all requirements and specifications of the Request for Qualifications (RFP), including attachments, if any.

OFFICIAL CONTACT

The Mississippi Charter School Authorizer Board requires that the proposer designate one person to receive all documents and the method in which the documents are best delivered. Identify the Contact name and fill in the information below:

Date	
Official Contact	
Name	
Phone Number with Area Code	
Email Address	
Facsimile Number with Area Code	
U.S. Postal Service Address (Mailing)	

Proposer certifies that the above information is true and grants permission to the Mississippi Charter School Authorizer Board to contact the above-named person or otherwise verify the information provided.

By its submission of this proposal and authorized signature below, proposer certifies that:

- (1) The information contained in its response to this RFP is accurate;
- (2) Proposer complies with each of the mandatory requirements listed in the RFP and will meet or exceed the requirements specified therein;
- (3) Proposer accepts the procedures, evaluation criteria, mandatory contract terms and conditions, and all other administrative requirements set forth in this RFP;
- (4) Proposer's fee and expense quote is valid for at least 90 days from the date of submission of proposal;
- (5) Proposer understands that if selected as the successful proposer, he/she will have five (5) business days from the date of delivery of the final contract in which to execute final contract document; and
- (6) Proposer provides authorization for The Mississippi Charter School Authorizer Board to verify work performed for prior clients of the proposer.

Authorized Signature					
Typed or Printed Name:					
Title:					
Company Name:					
Address:					
City		State		Zip	

ATTACHMENT A – REQUIRED CONTACTUAL CLAUSES

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.

AVAILABILITY OF FUNDS: It is expressly understood and agreed that the obligation of The Mississippi Charter School Authorizer Board to proceed under this agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to The Mississippi Charter School Authorizer Board, The Mississippi Charter School Authorizer Board shall have the right upon ten (10) working days written notice to Contractor, to terminate this agreement without damage, penalty, cost or expenses to the [State] of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

REPRESENTATION REGARDING CONTINGENT FEES: The 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.

REPRESENTATION REGARDING GRATUITIES: The contractor represents that it has not violated, is not violating and promises that it will not violate the prohibition against gratuities set forth in Section 7-204 of the Mississippi Personal Service Contract Procurement Regulations.

PROCUREMENT REGULATIONS: The contract shall be governed by the applicable provisions of the Personal Service Contract Review Board Regulations.

TRADE SECRETS, COMMERCIAL AND FINANCIAL INFORMATION: It is expressly understood that Mississippi law requires that the provisions of this contract which contain 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.

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

STOP WORK ORDER: *Order to Stop Work:* The Board, may, by written order to Contractor at any time, and without notice to any surety, require Contractor to stop all or any part of the work called for by this

contract. This order shall be for a specified period not exceeding 90 days after the order is delivered to Contractor, unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, Contractor shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the Board shall either:

- Cancel the stop work order; or,
- Terminate the work covered by such order as provided in the Termination for Default clause or the Termination for Convenience clause of this contract.

Cancellation or Expiration of the Order: If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, Contractor shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or Contractor price, or both, and the contract shall be modified in writing accordingly, if:

- The stop work order results in an increase in the time required for, or in Contractor's cost properly allocable to, the performance of any part of this contract; and,
- Contractor asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage; provided that, if the Procurement Officer decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this contract.

Termination of Stopped Work: If a stop work order is not canceled and the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise.

E-PAYMENT: Contractor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The agency agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies," which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of invoice. Miss. Code Ann. § 31-7-305 (1972, as amended).

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that any breach of these warranties may subject Contractor/Seller to the following: (a) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (b) the loss of any license, permit, certification or other document granted to Contractor/Seller by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. In the event of such termination/cancellation, Contractor/Seller would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit."

TRANSPARENCY: Proposals submitted, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," and its exceptions. See Miss. Code Ann. §§ 25-61-1 et seq., (1972, as amended) and Miss. Code Ann. § 79-23-1 (1972, as amended). In addition, this contract is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Miss. Code Ann. §§ 27-104-151 et seq. (1972, as amended). Unless exempted from disclosure due to a court-issued protective order, a copy of this executed contract is required to be posted to the Department of Finance and Administration's independent agency contract website for public access at <http://www.transparency.mississippi.gov>. Information identified by Contractor as trade secrets, or other proprietary information, including confidential vendor information, or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes, will be redacted.

PAYMODE: Payments by state agencies using the State's accounting system shall be made and remittance information provided electronically as directed by the State. These payments shall be deposited into the bank account of Contractor's choice. The State 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 State is exempt from the payment of taxes. All payments shall be in United States currency.

TERMINATION FOR CONVENIENCE: The Agency may, when the interests of the State so require, terminate this contract in whole or in part, for the convenience of the State. The Agency shall give written notice of the termination to the Contractor specifying the part of the contract terminated and when termination becomes effective.

The Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the Contractor will stop work to the extent specified. The Contractor must complete the work that is not terminated by the notice of termination.

TERMINATION FOR DEFAULT: If the Contractor refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completions within the time specified in this contract, or any extension thereof otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the Agency may notify the Contractor in writing of the delay or nonperformance and if not cured in ten days or any longer time specified in writing by the Agency, the Agency may terminate the Contractor's right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform.

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administrative costs associated with the procurement. This remedy shall be in addition to any other remedies that the Agency may have.

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

ATTACHMENT B – Acknowledgement of RFP Amendments

Proposer acknowledges all amendments to the RFP. Responses to questions will be treated as amendment to the RFP and require acknowledgment.

Offeror's Signature

Date

RFP Title

Amendment #1 to
Professional Services Contract
Between the Mississippi Charter School Authorizer Board
and Mississippi First

This document (hereinafter referred to as "Amendment Number 1") shall serve to amend the original Professional Services Agreement executed August 4, 2017, between the Mississippi Charter School Authorizer Board and Mississippi First.

The Mississippi Charter School Authorizer Board and Mississippi First, by entering into this Amendment Number 1, mutually agree that the following provisions shall modify the aforementioned Agreement.

Contract Dates

The original article is hereby replaced with the following:

The services to be provided under this contract will begin upon execution of this agreement and end on January 31, 2018.

All other terms and conditions of the Agreement executed August 4, 2017, shall remain unchanged and in full force and effect.

MISSISSIPPI FIRST

Rachel Canter, Executive Director
Executive Director

Marian Schutte
Executive Director

**Charter School Authorizer Board
Items Presented for Payment
December 4, 2017**

Travel

Board Member Travel to Meeting	TBD
Executive Director Travel - November and December	TBD
Deputy Director Travel - November and December	TBD

Contractual

Mississippi First - Communications Contract	\$ 12,500.00
Cornerstone Consulting - October	\$ 1,487.50

Commodities

Equipment

TOTAL **\$ 13,987.50**