

# **REQUEST FOR PROPOSALS**

RFx Number: RFP 3120001334

To Provide: Pre-Employment Transition Services Program –  
Workforce Innovation & Opportunity Act

Issue Date: November 21, 2017

## **CLOSING LOCATION**

Mississippi Department of Rehabilitation Services  
Office of Vocational Rehabilitation for the Blind  
1281 Highway 51 North  
Madison, Mississippi 39110

## **REQUEST FOR PROPOSALS COORDINATOR**

Rebecca E. Henley, Director of Policy and Contracts

Telephone: (601) 853-5245

Email: [rhenley@mdrs.ms.gov](mailto:rhenley@mdrs.ms.gov)

## **CLOSING DATE AND TIME**

Proposals must be received by December 11, 2017, 4:00 PM CST.

## **SECTION 1. REQUEST FOR PROPOSALS OVERVIEW**

### **1.1 Proposal Acceptance Period**

The original and 1 copy of the proposal, 2 copies total, shall be signed and submitted in a sealed envelope or package to 1281 Highway 51 North, Madison, Mississippi 39110 no later than the time and date specified for receipt of proposals. Timely submission is the responsibility of the respondent. Proposals received after the specified time shall be rejected and shall remain unopened in the procurement file. The envelope or package shall be marked with the Request for Proposals opening date and time, and the number of the Request for Proposals. The time and date of receipt shall be indicated on the envelope or package by the Director of Policy and Contracts. Each page of the statement of qualifications and all attachments shall be identified with the name of the respondent. Modifications or additions to any portion of the procurement document may be cause for rejection of the proposal. The Mississippi Department of Rehabilitation Services (MDRS) reserves the right to decide, on a case-by-case basis, whether to reject a proposal with modifications or additions as non-responsive. As a precondition to proposal acceptance, MDRS may request the respondent to withdraw or modify those portions of the proposal deemed non-responsive that do not affect quality, quantity, price, or delivery of the service.

#### **1.1.1 Timeline**

- Request for Proposals (RFP) Issue Date: **November 21, 2017**
- Deadline for Vendor Questions to MDRS: **December 4, 2017, 5:00 PM CST**
- Anticipated Posting of Answers to Questions: **December 6, 2017, 5:00 PM CST**
- Proposal Submission Deadline: **December 11, 2017, 4:00 PM CST**
- Selection Completed: **Prior to December 15, 2017**

#### **1.1.2 Rejection of Proposals**

Proposals which do not conform to the requirements set forth in this Request for Proposals may be rejected by MDRS. Proposals may be rejected for reasons which include, but are not limited to, the following:

- 1) The proposal contains unauthorized amendments to the requirements of the Request for Proposals.
- 2) The proposal is conditional.
- 3) The proposal is incomplete or contains irregularities which make the proposal indefinite or ambiguous.
- 4) The proposal is received late.
- 5) The proposal is not signed by an authorized representative of the party.
- 6) The proposal contains false or misleading statements or references.
- 7) The proposal does not offer to provide all services required by the Request for Proposal.

### **1.2 Expenses Incurred in Preparing Proposals**

MDRS accepts no responsibility for any expense incurred by the respondent in the preparation and presentation of a proposal. Such expenses shall be borne exclusively by the respondent.

### **1.3 Proprietary Information**

The respondent should mark any and all pages of the proposal considered to be proprietary information which may remain confidential in accordance with Mississippi Code Annotated §§ 25-61-9 and 79-23-1 (1972, as amended). 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.

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

By submitting a proposal, the respondent certifies that it is registered to do business in the State of Mississippi as prescribed by the Mississippi Secretary of State or, if not already registered, that it will do so within seven (7) business days of being offered an award. Sole proprietors are not required to register with the Mississippi Secretary of State.

#### **1.5 Debarment**

By submitting a proposal, the respondent certifies that it is not currently debarred from submitting proposals for contracts issued by any political subdivision or agency of the State of Mississippi or Federal government, and that it is not an agent of a person or entity that is currently debarred from submitting proposals for contracts issued by any political subdivision or agency of the State of Mississippi.

#### **1.6 Competitive Proposals**

Discussions may be conducted with respondents who submit proposals determined to be reasonably susceptible of being selected for award. Likewise, MDRS also reserves the right to accept any proposal as submitted for contract award, without substantive negotiation of proposed terms, services or prices. For these reasons, all parties are advised to propose their most favorable terms initially.

#### **1.7 Additional Information**

Questions about the award agreement or technical portions of the procurement document must be submitted in writing to Rebecca E. Henley, Director of Policy and Contracts at Post Office Box 1698, Jackson, Mississippi 39215-1698 or [rehenley@mdrs.ms.gov](mailto:rehenley@mdrs.ms.gov). Respondents are cautioned that any statements made by contact persons that cause a material change to any portion of the procurement document shall not be relied upon unless subsequently ratified by a formal written amendment to the procurement document.

#### **1.8 Acknowledgement of Amendment**

Should an amendment to the RFP be issued, it will be posted on the MDRS website (<http://www.mdrs.ms.gov>) in a manner that all respondents will be able to view. Further, respondents must acknowledge receipt of any amendment to the solicitation by signing and returning the amendment with the bid package, by identifying the amendment number and date in the space provided for this purpose on the bid form, or by letter. The acknowledgment should be received by MDRS by the time and at the place specified for receipt of bids as reflected in Section 1.1 and Attachment A. It is the respondent's sole responsibility to monitor the website for amendments to the RFP.

#### **1.9 Type of Contract**

Compensation for services will be in the form of a firm fixed-price agreement.

### **1.10 Written Proposal**

All proposals shall be in writing.

## **SECTION 2. DESCRIPTION AND PURPOSE OF PROCUREMENT**

### **2.1 Agency Introduction**

The Mississippi Department of Rehabilitation Services (hereinafter “MDRS,” “Agency” or “State”) is a state agency that provides resources to help Mississippians with disabilities find new careers, live more independently, overcome obstacles, and face new challenges. It is the mission of the Mississippi Department of Rehabilitation Services (MDRS), to provide appropriate and comprehensive services to Mississippians with disabilities in a timely and effective manner. Programs and services assist individuals with disabilities to gain competitive integrated employment, advance in and retain employment, and to live more independently.

MDRS offers programs and services administered through the Office of Vocational Rehabilitation for the Blind (OVRB) that specialize in working with blind and low vision impaired individuals to optimize their opportunities for inclusion into the workforce, community, and home. OVRB has rehabilitation counselors who specialize in providing services to individuals who are blind or visually impaired. Counselors provide/coordinate services leading to employment which include assessment, personal adjustment and vocational training, counseling, physical restoration, low vision aids, and job placement and follow-up.

The Transition Services Program works with eligible and potentially eligible secondary and post-secondary students with disabilities to enable them to transition from school to subsequent work environments. OVRB works cooperatively with the Mississippi Department of Education and local school districts in planning and implementing a variety of programs designed to provide training and assistance for students with disabilities to support them in making the difficult transition from school to work.

The Mississippi Department of Rehabilitation Services is an equal opportunity employer. As such, MDRS will select contractors pursuant to this Request for Applications without regard to political affiliation, race, color, handicap, genetic information, religion, national origin, sex, religious creed, age, or disability.

### **2.2 Purpose of Procurement**

The Mississippi Department of Rehabilitation Services is seeking bids from qualified contractors to provide individualized pre-employment transition services throughout the State of Mississippi for students who are blind or have a visual disability who are served by MDRS.

This procurement is designed to meet the demands of the newly enacted Workforce Innovation and Opportunities Act (WIOA), which requires that each state’s public Vocational Rehabilitation (VR) system play a much larger role in addressing the transition from school to adult life. Under WIOA, MDRS, through its Office of Vocational Rehabilitation (OVR) and Office of Vocational Rehabilitation for the Blind (OVRB), is required to provide extensive Pre-Employment Transition Services (Pre-ETS) for students with disabilities. In order to meet these requirements, MDRS will

be committing additional resources towards serving students with disabilities.

The purpose of this procurement is to provide MDRS with an additional mechanism to provide comprehensive and coordinated pre-employment transition services to assist students with disabilities with successful transitions from high school to post-secondary education and competitive integrated employment. MDRS is seeking contractors with experience providing transition services to students with disabilities to provide pre-employment transition services to consumers who are students within the guidelines of this procurement.

The proposed services must consist of a Work Based Learning Experience/Internship, Job Exploration Counseling, and Workplace Readiness Training. Optional services can also include Self-Advocacy/Mentoring Instruction, and Counseling on Enrollment in Post-Secondary Education or Other Comprehensive Transition Training Programs. Descriptions of these services are listed below. All pre-employment services under this procurement must be provided in an integrated setting.

MDRS anticipates making multiple awards under this procurement estimated to be between \$20,000 and \$250,000 per vendor, based on contractor capacity. The initial contract will be renewable annually through September 30, 2022, pending need. All awards are subject to the availability of federal funding. Applicants will be qualified based on the scoring process and criteria described in this RFP. Awards will be made on the basis of proposal scores, priorities identified in submitted proposals relating to the RFP priorities and requirements, and consumer needs and availability of funds as determined by MDRS.

The contractor must demonstrate the ability to provide these services in a specified geographical area in the State of Mississippi and to closely coordinate with MDRS staff throughout all phases of program administration and evaluation. The contractor must be able to provide a monthly statistical and narrative progress report and participate in quarterly site visit meetings with MDRS staff.

### **2.3 Term**

The anticipated term of the contract is tentatively **January 15, 2018** through **September 30, 2018**. Upon written agreement of both parties at least fifteen (15) days prior to each contract anniversary date, the contract may be renewed by MDRS for a period of four (4) successive one-year period(s) under the same prices, terms, and conditions as in the original contract subject to approval by the PSCRB. The total number of renewal years permitted shall not exceed four (4).

### **2.4 Description of Services (Pre-Employment Transition Services/Components)**

Three pre-employment transition services are required to be provided under this procurement: Work-based learning experience, job exploration counseling, and workplace readiness training. Two additional services may be offered in addition to the required services.

The following three pre-employment transition services are required as part of this proposal:

*Work-Based Learning Experience/Internships (required):*

Contractors must provide a work-based experience, such as an internship or an on-the-job training, in cooperation with employers, to a high school student. This work-based experience will be

intended to assist them in developing necessary skills and abilities to effectively place them into competitive integrated employment. MDRS prefers that work-based learning experience/internships be paid experiences for students but this is not required. An example of this service would be a paid internship for a student as an administrative assistant at a financial services company.

The Work Based Learning Experience/Internship must involve competitive, integrated employment. An integrated setting is one found in the community, in which an individual with a disability interacts with employees and other persons, as appropriate to the position, who do not have disabilities to the same extent that employees without disabilities interact with these persons. Employment enclaves, work crews, and segregated employment sites are not considered appropriate integrated employment or internship sites and are not acceptable under the terms of this contract. MDRS strongly supports paid internships or work based learning experiences for its youth vocational rehabilitation consumers.

The contractor will: identify and describe how many students will be served annually by the program; indicate how many sessions/classes will be offered annually; identify how many students per session/class; provide a criteria for the successful completion of the classes and internships; describe how the work based learning experience or internships will work in practice (for example, the contractor will serve at total of 40 consumers annually, with 20 consumers per session/class, with a paid work experience or paid internship for 8-10 weeks after school or during the summer, at 20 hours per week and 10 dollars per hour). In addition, the contractor should identify and describe if employers will pay the students directly or if the program will provide a payroll mechanism to pay any wages or stipends to program participants.

*Job Exploration Counseling (required):* Counseling, guidance, and training provided to students with disabilities designed to assist them in identifying and learning about job opportunities in particular occupations and industry sectors, including career assessment and planning. An example of this service would be a resume preparation workshop.

*Workplace Readiness Training (required):* Workplace readiness services provided to students with disabilities designed to assist them in preparing for employment through soft-skills training, job search training, and other related training. For example, these services could be comprised of a classroom-based soft skills training program, web based work readiness training modules, or a combination of classroom and web based training services.

The following two pre-employment transition services are optional as part of this proposal:

*Self-Advocacy/Mentoring Instruction (optional):* Services provided to students with disabilities to promote self-advocacy and leadership skills, including peer-mentoring, to assist them in successful transition from school to post-secondary education, employment, and independent living. An example of this service would include an after-school program where students would meet with peer mentors for guidance and support.

*Counseling on Enrollment in Post-Secondary Education or other Comprehensive Transition Training Programs (optional):* Assistance and support provided to students with disabilities regarding various opportunities for enrollment in comprehensive transition or postsecondary educational programs at institutions of higher education based on their goals, needs, and preferences. This also includes assistance with identifying educational opportunities and applying for programs and services. An example of this service could be a workshop to assist students with the process of preparing applications for enrollment in post-secondary education.

## **2.5 Participant Requirements**

Consumers served through this procurement must be a student with a disability who meets the following criteria:

- Is not younger than age 14 and not older than age 21;
- Is in a secondary, post-secondary and other recognized education program; and,
- Is eligible for and receiving Special Education or related services Under Part B of the IDEA; a student with a disability for purpose of section 504; or other students with disabilities.

Students identified as potentially eligible are not required to apply for VRB and be determined eligible for VRB services. They will, however, be interacting with a VRB counselor. Potentially eligible has been defined as:

- Students with disabilities who are on an IEP or 504.
- Students with disabilities who are as young as 14 years of age and are in secondary education.

## **SECTION 3. INSURANCE**

### **3.1 Insurance**

The successful vendor shall 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.

## **SECTION 4. PROCURMENT EVALUATION AND AWARD**

### **4.1 Written Proposals Shall Contain the Following Minimum Information**

- 1) The name of the respondent, the location of the respondent's principal place of business and, if different, the place of performance of the proposed contract;
- 2) The age of the respondent's business and average number of employees over a previous period of time, as specified in the Request for Proposals;
- 3) The qualifications, including licenses, certifications, education, skills, and experience of all persons who would be assigned to provide the required services; and,
- 4) A listing of other contracts under which services similar in scope, size, or discipline to the required services were performed or undertaken within a previous period of time, as specified in the Request for Proposal; and,
- 5) A plan giving as many details as is practical explaining how the services will be performed.

### **4.2 Nonconforming Terms and Conditions**

A proposal that includes terms and conditions that do not conform to the terms and conditions in the Request for Proposals is subject to rejection as non-responsive. The Mississippi Department of Rehabilitation Services reserves the right to permit the respondent to withdraw nonconforming terms and conditions from its statement of qualifications response prior to a determination by the Mississippi Department of Rehabilitation Services of non-responsiveness based on the submission of nonconforming terms and conditions.

### **4.3 Conditioning Proposal Upon Other Awards**

Any proposal which is conditioned upon receiving award of both the particular contract being solicited and another Mississippi contract shall be deemed non-responsive and not acceptable.

### **4.4 Evaluation Procedure**

#### **4.4.1 Step One:**

Proposals will be reviewed to assure compliance with the minimum specifications. Proposals that do not comply with the minimum specifications will be rejected immediately, receiving no further consideration.

##### **(1) Responsive Respondent**

Respondent must submit a proposal which conforms in all material respects to this Request for Proposals, [RFP 3120001334], as determined by MDRS.

##### **(2) Responsible Respondent**

Respondent must have capability in all respects to perform fully the contract requirements and the integrity and reliability which will assure good faith performance, as determined by MDRS.

#### **4.4.2 Step Two:**

Proposals that satisfactorily complete Step One will be reviewed and analyzed to determine if the proposal adequately meets the needs of MDRS. Factors to be considered are as follows:

- 1) The plan for performing the required services; [25%]
- 2) Ability to perform the services as reflected by technical training and education, general experience, specific experience in providing the required services, and the qualifications and abilities of personnel proposed to be assigned to perform the services; [20%]
- 3) The personnel, equipment, and facilities to perform the services currently available or demonstrated to be made available at the time of contracting; [20%]
- 4) A record of past performance of similar work; [10%] and,
- 5) Price. [25%]

#### **4.4.3 Step Three:**

The MDRS Executive Director or his/her designee will contact the respondent with the proposal which best meets MDRS needs (based on factors evaluated in Step Two) and attempt to negotiate an agreement that is deemed acceptable to both parties.

### **4.5 Award**

The contract will be awarded by written notice, within fifteen days, to the highest ranked respondents whose statement of qualifications meets the requirements and criteria set forth in this Request for Proposals.

#### **4.5.1 Notification**

All participating vendors will be notified of the Mississippi Department of Rehabilitation Services intent to award a contract. In addition, the Mississippi Department of Rehabilitation Services will identify the selected vendors. Notice of award is also made available to the public.

### **SECTION 5. PROPOSAL SPECIFICATIONS**

#### **5.1 Proposal Requirements**

The following response format shall be used for all submitted proposals:

- 1) *Proposal Cover Sheet* (Attachment A)
- 2) *Authorization and Acknowledgements Form* (Attachment B): Failure to complete and/or sign this form may result in the individual being determined nonresponsive.
- 3) *Certifications and Assurances Form* (Attachment C): Failure to complete and/or sign this form may result in the individual being determined nonresponsive.
- 4) *Company Questionnaire* (Attachment D)
- 5) *Management Summary*: Provide a cover letter indicating the underlying philosophy of the firm in providing the service.
- 6) *Proposal*: Describe in detail how the service will be provided. Include a description of major tasks and subtasks.
- 7) *Acceptance of conditions*: Indicate any exceptions to the general terms and conditions of the proposal document and to insurance, bonding, and any other requirements listed.
- 8) *Additional data*: Provide any additional information that will aid in evaluation of the response.
- 9) *Cost data*: Estimate the annual cost of the service. Cost data submitted at this stage is not binding and is subject to negotiation if your firm is chosen as a finalist. Include the number of personnel proposed to be assigned to the contract and the total estimated cost of the labor portion of the contract (include a sample staffing chart). Identify all non-labor costs and their estimated totals.
- 10) *Insurance*: Attach a copy of applicable insurance certificate.

#### **5.2 Proposal Submission**

The original and 1 copy of the statement of qualifications, 2 copies total, shall be signed, placed in a sealed envelope or package, and submitted as listed below, on or before **4:00 PM CST, Monday, December 11, 2017**.

Mississippi Department of Rehabilitation Services  
Attention: Rebecca E. Henley, Director of Policy and Contracts  
1281 Highway 51 North  
Madison, Mississippi 39110  
Request for Proposals for VRB Pre-ETS Services

## **SECTION 6. POST-AWARD PROCEDURES AND INFORMATION**

### **6.1 Post-Award Vendor Debriefing**

A respondent, successful or unsuccessful, may request a post-award debriefing, in writing, by U.S. mail or electronic submission. The written request must be received by the Director of the Mississippi Department of Rehabilitation Services within three (3) business days of notification of the contract award. A post-award debriefing is a meeting and not a hearing; therefore, legal representation is not required. A debriefing typically occurs within five (5) business days of receipt of the request. If a respondent prefers to have legal representation present, the respondent must notify the Director of MDRS in writing and identify its attorney by name, address, and telephone number. MDRS will schedule and/or suspend and reschedule the meeting at a time when a Representative of the Office of the Mississippi Attorney General can be present.

For additional information regarding Post-Award Debriefing, as well as the information that may be provided and excluded, please see Section 7-114 through 7-114.07, Post-Award Vendor Debriefing, of the *Personal Service Contract Review Board's Rules and Regulations*.

### **6.2 Protest of Award**

Any actual or prospective respondent or contractor who is aggrieved in connection with this solicitation or the outcome of the Request for Proposals may file a protest with the Proposal Coordinator, Rebecca E. Henley, Director of Policy and Contracts. The protest shall be submitted on or before December 21, 2017, 5:00 PM CST, in writing after such aggrieved person or entity knows or should have known of the facts giving rise thereto. All protests must be in writing, dated, signed by the respondent or an individual authorized to sign contracts on behalf of the protesting respondent, and contain a statement of the reason(s) for protest, citing the law(s), rule(s) or regulation(s), and/or procedure(s) on which the protest is based. The written protest letter shall contain an explanation of the specific basis for the protest. The protesting respondent must provide facts and evidence to support the protest. A protest is considered filed when received by the Proposal Coordinator, Rebecca E. Henley, Director of Policy and Contracts, via either U.S. mail, postage prepaid, or personal delivery. Protests filed after December 21, 2017 will not be considered.

### **6.3 Required Contract Terms and Conditions**

Any contract entered into between a Contracting Agency and a vendor/respondent shall include the required clauses found in **Attachment E** and those required by the *Personal Service Contract Review Board's Rules and Regulations* as updated.

### **6.4 Optional Contract Terms and Conditions**

Any contract entered into between a Contracting Agency and a vendor/respondent may have, at the discretion of the Contracting Agency, the optional clauses found within the *Personal Service Contract Review Board's Rules and Regulations* as updated.

**6.5 Mississippi Contract/Procurement Opportunity Search Portal**

This Request for Proposals, and the questions and answers concerning this Request for Proposals, are posted on the Contract/Procurement Opportunity Search Portal.

**6.6 Attachments**

The attachments to this Request for Proposals are made a part of this Request for Proposals as if copied herein in words and figures.

**ATTACHMENT A**

**Proposal Cover Sheet**

The Mississippi Department of Rehabilitation Services is seeking bids from qualified contractors to provide individualized pre-employment transition services throughout the State of Mississippi for students who are blind or have a visual disability who are served by MDRS.

Applications are to be submitted as listed below, on or before 4:00 PM CST, Monday, December 11, 2017.

**PLEASE MARK YOUR ENVELOPE:**

**Mississippi Department of Rehabilitation Services  
Attention: Rebecca E. Henley, Director of Policy and Contracts  
1281 Highway 51 North  
Madison, Mississippi 39110  
Request for Proposals for VRB Pre-ETS Services  
RFP No. 3120001334  
Opening Date: 4:00 PM CST, Monday, December 11, 2017  
SEALED APPLICATION PACKAGE – DO NOT OPEN**

**Company Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City/State/Zip:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_

**Fax Number:** \_\_\_\_\_

**E-Mail Address:** \_\_\_\_\_

**Printed Name of Authorized Signer:** \_\_\_\_\_

**Signature and Date:** \_\_\_\_\_

**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 Proposals, RFP 3120001334, and the attachments herein;
2. That the company meets all requirements and acknowledges all certifications contained in this Request for Proposals, RFP 3120001334, and the attachments herein;
3. That the company agrees to all provisions of this Request for Proposals, RFP 3120001334, 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 Proposals.
6. That the company understands that should an amendment to this RFP 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 proposals. It is the company's sole responsibility to monitor the website for amendments to the RFP.

**Company Name:** \_\_\_\_\_

**Signature and Date:** \_\_\_\_\_

**Name and Title:** \_\_\_\_\_

## 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 Personal Service Contract Review Board 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: \_\_\_\_\_

Signature and Date: \_\_\_\_\_

Name and Title: \_\_\_\_\_

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

## ATTACHMENT D

### Company Questionnaire

*If additional space is needed, please use the area provided in Section 5 of this questionnaire or attach supplemental pages as necessary to completely answer all questions.*

#### **1. Corporate Experience and Capacity**

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

**Company Name:** \_\_\_\_\_

## ATTACHMENT D

### Company Questionnaire (Page 2 of 4)

*If additional space is needed, please use the area provided in Section 5 of this questionnaire or attach supplemental pages as necessary to completely answer all questions.*

#### **2. Service Location**

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

#### **3. Personnel**

- Attach resumes' of all those who will be involved in the delivery of service (from principals to field technicians) that include their experience in this area of service delivery. Additionally, please provide copies of all applicable permits, professional certifications and/or licenses from the applicable certifying authority.
- Indicate and describe the level of involvement by principals of the firm in the day-to-day operation of the contract.

**Company Name:** \_\_\_\_\_

## ATTACHMENT D

### Company Questionnaire (Page 3 of 4)

*If additional space is needed, please use the area provided in Section 5 of this questionnaire or attach supplemental pages as necessary to completely answer all questions.*

#### **4. References**

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

Company Name: \_\_\_\_\_

## ATTACHMENT D

### Company Questionnaire (Page 4 of 4)

#### **5. Additional Information**

- If additional information is necessary to completely answer any of the previous questions, please provide it below or attach supplemental pages as needed.

Company Name: \_\_\_\_\_

## ATTACHMENT E

### Required Clauses for Service Contracts Resulting from this RFP

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 the Agency 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 Agency, the Agency 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 Agency of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.
3. Compliance with Laws. Contractor understands that the Agency 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.
4. E-Payment. Contractor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The agency agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies," which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of invoice. Mississippi Code Annotated § 31- 7-305.
5. E-Verification. If applicable, Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008, and will register and participate in the status verification system for all newly hired employees. Mississippi Code Annotated §§ 71-11-1 *et seq.* 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. Upon request of the State and after approval of the Social Security Administration or Department of Homeland Security when required, Contractor agrees to provide a copy of each such verification. Contractor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws. The breach of this agreement may subject Contractor to the following:
  - a. termination of this contract for services 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 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 cancellation/termination, Contractor would also be liable for any additional costs incurred by the State due to Contract cancellation or loss of license or permit to do business in the State.

6. 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.
7. 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>.
8. 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 statement of qualifications.
9. Representation Regarding Gratuities. 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 6-204 (Gratuities) of the *Mississippi Personal Service Contract Review Board Rules and Regulations*.
10. Stop Work Order.
  - a. *Order to Stop Work*: The Procurement Officer, 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 Procurement Officer shall either:
    - i. cancel the stop work order; or,
    - ii. terminate the work covered by such order as provided in the Termination for Default clause or the Termination for Convenience clause of this contract.
  - b. *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:

- i. 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,
    - ii. 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.
  - c. *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.
  - d. *Adjustments of Price:* In accordance with Sections 3-403 and 3-501 of the *Mississippi Personal Service Contract Review Board Rules and Regulations*, as a firm fixed-price contract, this agreement provides a price that is not subject to adjustment because of variations in the contractor's cost of performing the work specified in the contract.
11. Termination for Convenience.
  - a. *Termination.* The Agency Head or designee 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 Head or designee shall give written notice of the termination to Contractor specifying the part of the contract terminated and when termination becomes effective.
  - b. *Contractor's Obligations.* Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination Contractor will stop work to the extent specified. Contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The Agency Head or designee may direct Contractor to assign Contractor's right, title, and interest under terminated orders or subcontracts to the State. Contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.
12. Termination for Default.
  - a. *Default.* If Contractor refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract or any extension thereof, or otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the Agency Head or designee may notify Contractor in writing of the delay or nonperformance and if not cured in ten (10) days or any longer time specified in writing by the Agency Head or designee, such officer may terminate 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 in whole or in part, the Agency Head or designee may procure similar supplies or services in a manner and upon terms deemed appropriate by the Agency Head or designee. Contractor shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.
  - b. *Contractor's Duties.* Notwithstanding termination of the contract and subject to any directions from the procurement officer, Contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of Contractor in which the State has an interest.
  - c. *Compensation.* Payment for completed services delivered and accepted by the State shall be at

the contract price. The State may withhold from amounts due Contractor such sums as the Agency Head or designee deems to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders and to reimburse the State for the excess costs incurred in procuring similar goods and services.

- d. *Excuse for Nonperformance or Delayed Performance.* Except with respect to defaults of subcontractors, Contractor shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by Contractor to make progress in the prosecution of the work hereunder which endangers such performance) if Contractor has notified the Agency Head or designee within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the State and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, Contractor shall not be deemed to be in default, unless the services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit Contractor to meet the contract requirements. Upon request of Contractor, the Agency Head or designee shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, Contractor's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly, subject to the rights of the State under the clause entitled in fixed-price contracts, "Termination for Convenience". (As used in this Paragraph of this clause, the term "subcontractor" means subcontractor at any tier).
  - e. *Erroneous Termination for Default.* If, after notice of termination of Contractor's right to proceed under the provisions of this clause, it is determined for any reason that the contract was not in default under the provisions of this clause, or that the delay was excusable under the provisions of Paragraph (4) (Excuse for Nonperformance or Delayed Performance) of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the State, be the same as if the notice of termination had been issued pursuant to such clause.
  - f. *Additional Rights and Remedies.* The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under this contract.
13. Termination Upon Bankruptcy. This contract may be terminated in whole or in part by Agency upon written notice to Contractor, if Contractor should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by Contractor of an assignment for the benefit of its creditors. In the event of such termination, Contractor shall be entitled to recover just and equitable compensation for satisfactory work performed under this contract, but in no case shall said compensation exceed the total contract price.
  14. 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.
  15. Transparency. This contract, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," and its exceptions. See Mississippi Code

Annotated §§ 25-61-1 *et seq.* and Mississippi Code Annotated § 79- 23-1. In addition, this contract is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Mississippi Code Annotated §§ 27-104-151 *et seq.* 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.