REQUEST FOR QUALIFICATIONS

RFx Number: RFQ 3150003186

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

Issue Date: October 14, 2020

CLOSING LOCATION

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

REQUEST FOR QUALIFICATIONS COORDINATOR

Eric Davis, Director of Policy and Contracts

Telephone: (601) 853-5245
Email: edavis@mdrs.ms.gov

CLOSING DATE AND TIME

Qualifications must be received by December 4, 2020, 12:00 PM CST.

SECTION 1. REQUEST FOR QUALIFICATIONS OVERVIEW

1.1 Qualifications Acceptance Period

The original and 1 copy of the statement of qualifications, 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 statement of qualifications. The envelope should also include 1 electronic copy of the original qualifications on a USB Flash Drive in a searchable Adobe Acrobat (PDF) format. Timely submission is the responsibility of the respondent. Statement of qualifications 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 qualifications opening date and time, and the number of the Request for Qualifications. The time and date of receipt shall be indicated on the envelope or package by the Director of Policy and Contracts. Modifications or additions to any portion of the procurement document may be cause for rejection of the statement of qualifications. The Mississippi Department of Rehabilitation Services (MDRS) reserves the right to decide, on a case-by-case basis, whether to reject a statement of qualifications with modifications or additions as non-responsive. As a precondition to statement of qualifications acceptance, MDRS may request the respondent to withdraw or modify those portions of the statement of qualifications deemed non- responsive that do not affect quality, quantity, price, or delivery of the service.

1.1.1 Timeline

- Request for Qualifications (RFQ) Issue Date: **October 14, 2020**
- Deadline for Vendor Questions to MDRS: **November 4, 5:00 PM CST**
- Anticipated Posting of Answers to Questions: **November 18, 5:00 PM CST**
- Statement of qualifications Submission Deadline: **December 4, 2020, 12:00 PM CST**
- Selection Completed: **Prior to December 31, 2020**

1.1.2 Rejection of Qualifications

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

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

1.2 Expenses Incurred in Statement of Qualifications

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

1.3 Proprietary Information

The respondent should mark any and all pages of the statement of qualifications 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 statement of qualifications, 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 statement of qualifications, the respondent certifies that it is not currently debarred from submitting statements of qualifications 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 statements of qualifications for contracts issued by any political subdivision or agency of the State of Mississippi.

1.6 Competitive Qualifications

Discussions may be conducted with respondents who submit qualifications determined to be reasonably susceptible of being selected for award. Likewise, MDRS also reserves the right to accept any qualifications 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 Eric Davis, Director of Policy and Contracts at Post Office Box 1698, Jackson, Mississippi 39215-1698 or edavis@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. All questions and requests for clarifications must be submitted by the deadline specified in Section 1.1.1 and made in writing. The person submitting the question or request for clarification is responsible for its timely delivery. All questions, request for clarifications, and answers received by the deadline shall be published as an amendment on the agency website and onto the Mississippi Contract/Procurement Opportunity Search Portal in a manner that all will be able to view by the deadline specified in Section 1.1.1.

1.8 Acknowledgement of Amendment

Should an amendment to the RFQ 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 RFQ.

1.9 Type of Contract

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

1.10 Written Statement of Qualifications

All statements of qualifications shall be in writing.

1.11 Self-Identifying Information

The respondent is responsible for ensuring that the **Unmarked** Statement of Qualifications and Management Summary, found in Section 5.1 Statement of Qualifications Requirements, shall have no identifying information, logos, watermarks, etc. If this is not followed, then that respondent may be rejected as non-responsive. The term "**Unmarked**" as used herein shall mean the listed documents shall have no self-identifying information about the respondent.

SECTION 2. DESCRIPTION AND PURPOSE OF PROCUREMENT

2.1 Compensation for Services (Rates are all inclusive)

The compensation for services will be at hourly rates listed below;

1. Job Exploration Counseling:	$65.00/per hour
2. Counseling on Opportunities for Enrollment in Comprehensive Transition or Postsecondary Educational Programs at Institutions of Higher Learning:	$65.00/per hour
3. Workplace Readiness Training:	$65.00/per hour
4. Instruction in Self-Advocacy:	$65.00/ per hour
5. Work-Based Learning Experiences:	$75.00/ per hour

2.2 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.

Within MDRS, the Office of Vocational Rehabilitation (OVR) and the Office of Vocational Rehabilitation for the Blind (OVRB) are committed to helping people with disabilities achieve independence through employment. Services may include vocational evaluation, counseling and guidance, educational assistance, job training, job placement, and assistive technology. OVRB has rehabilitation counselors who specialize in providing services to individuals who are blind or visually impaired.

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. OVR and OVRB work 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 Qualifications without regard to political affiliation, race, color, handicap, genetic information, religion, national origin, sex, religious creed, age, or disability.

2.3 Purpose of Procurement

The Mississippi Department of Rehabilitation Services is seeking statements of qualifications from qualified contractors to provide individualized pre-employment transition services throughout the State of Mississippi for students with disabilities who are served by MDRS.

This procurement is designed to meet the demands of the 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 five separate categories. 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. The initial contract will be renewable annually through June 30, 2025, 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 RFQ. Awards will be made on the basis of qualifications scores, priorities identified in submitted statements of qualifications relating to the RFQ 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.

2.4 Term

The anticipated term of the contract is tentatively February 16, 2021 through June 30, 2022. 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 three (3) successive one-year period(s) under the same prices, terms, and conditions as in the original contract subject to approval by the PPRB. The total number of renewal years permitted shall not exceed three (3).

2.5 Description of Services (Pre-Employment Transition Services/Components)

Pre-ETS Providers agree to provide services for students with disabilities who are eligible or potentially eligible participants of Mississippi Department of Rehabilitation Services as outlined herein, which include the following five (5) required activities:

1. *Job Exploration Counseling*: Assist students with exploring career opportunities that fit their interests, skills and abilities and must include, but is not limited to, the following:

    a. Assistance accessing and completing self-assessments and interest inventories
    b. Assisting groups of students in exploring the requirements, working conditions, wages, etc. of a career pathway
    c. Assisting students in completing a labor market survey or completing one on behalf of the students
    d. Increasing student awareness of nontraditional career opportunities

2. *Counseling on Opportunities for Enrollment in Comprehensive Transition or Post-Secondary Educational Programs at Institutions of Higher Education*: Assist students with exploring opportunities for enrolling in higher education and must include, but is not limited to, the following:

    a. Provide information on career options, course offerings, type of academic and occupational training needed to succeed in the workplace, and postsecondary opportunities associated with career fields or pathways
    b. Providing information about college application and admission process
    c. Provide instruction on readiness for higher education
    d. Provide information on access and applications for grants /scholarships and assistance completing applications, if needed [i.e., Free Application for Federal Student Aid (FAFSA)]
    e. Assistance researching training facilities
    f. Providing resources that may be used to support student success in education and training (i.e., disability resource center) associated with career field or pathway.

3. *Workplace Readiness Training:* Develop independent living and work readiness skills in consideration of the unique needs of each student and must include, but is not limited to, the following:

a. Job seeking skills
b. Resume writing
c. Job application assistance
d. Interview skill building
e. Understanding workplace expectations/relationships
f. Communication and interpersonal skills
g. Identifying transportation resources
h. Provide connections and support to peer counseling and resources, to assist with self-sufficiency such as: housing, personal finance, budgeting, etc.
i. Develop work-related skills such as meeting time and attendance requirements grooming requirements, interaction with co-workers and responding to a supervisor.

4. *Instruction in Self-Advocacy:* provides self-advocacy instruction based on the unique needs of the student(s) and must include, but is not limited to, the following:

a. Self-Awareness
b. Understanding and identifying goals, objectives, strengths, and weaknesses
c. How to obtain help or know whom to ask for assistance
d. How to explain their disability to others in the context of seeking accommodations
e. Taking responsibility for actions and decisions
f. Communication
g. Body language
h. Self-expression
i. Assertiveness
j. Listening
k. Negotiation
l. Compromise
m. Use of assistive technology
n. Locating Resources
o. Transportation services
p. Understanding Supplemental Security Income (SSI) and other Financial assistance
q. Community resources
r. Knowledge of Rights
s. Understanding the Individualized Education Plan (IEP) and Personal as well as Educational rights regarding the Americans with Disabilities Act (ADA) and Individuals with Disabilities Education Act (IDEA).

5. *Work-Based Learning Experiences:* Work-based learning experiences may include opportunities that are after school or outside the traditional school setting. These experiences must be provided in an integrated setting to the maximum extent possible. They can include, but are not limited to, the following:

a. Coordinating a school-based or community-based program of job training and informational interviews to research employers
b. Work-site tours to learn about necessary job skills
c. Job shadowing
d. Mentoring opportunities in the community
e. Paid or unpaid internships

f. Apprenticeships
g. Short-term employment
h. On-the-job trainings
i. Evaluating and monitoring the students' performance on the job.

The intent of Pre-Employment Transition Services (Pre-ETS) is to assist secondary education school students with disabilities to transition from school directly into employment, or into postsecondary education, or training that will lead to employment.

Referrals: The MDRS transition counselors will be the point of contact for the school district and the providers. The assigned provider will work with the special education teachers to distribute the MDRS approved Pre-ETS Referral letter and Potentially Eligible Student Pre-ETS Request form. The student and parent will need to sign and return the referral form to the teacher. The MDRS counselor must have received the completed Potentially Eligible Student Pre-ETS Request form and notified the provider of authorization prior to the first Pre-ETS activity. The provider will then reach out to the teacher to schedule the Pre-ETS activities. The provider will document in writing, or by email, any extenuating circumstances preventing the timely start of the accepted referred service and will contact the referring MDRS Transition Counselor within 5 business days. The proposed resolution will be documented.

Delivery of Curriculum: Providers shall submit a curriculum, to include the Pre/posttests, to MDRS for approval. See Section 5.1 Statement of Qualifications Requirements. This curriculum must consist of Pre-ETS required activity and must be approved by MDRS prior to the start of services. (These core requirements are listed under each required activity) Providers will allow students to make-up missed modules when it is offered next. Each Pre-ETS topic area (e.g. work readiness) will begin and conclude with a Pre/posttest which will be given to the MDRS counselor as documentation of progress after the completion of all authorized activities. A completed Pre-ETS Provision form is required for each student with the dates of service of the Pre-ETS activities provided and is to be returned to the Transition Counselor monthly until the services are completed.

Invoicing and Client/Participant Report: All services must be pre-authorized by MDRS according to the established fee schedule. Invoices must include authorization number/purchase order number, the client's/participant's name and the amount of time billed for his/her involvement in each Pre-ET activity, a description of the services provided, service start and end dates, and the appropriate service fee. Providers will not bill Students, parents, or the LEA for Pre-ET services. Invoices for Pre-ETS training (which includes: Job Exploration Counseling, Counseling on Opportunities for Enrollment in Comprehensive Transition or Postsecondary Educational Programs at Institutions of Higher Education, Workplace Readiness Training and Instruction in Self-Advocacy) must be submitted with the following mandatory documentation: Pre-ETS Provision form with a summary of the activity and Pre/Posttests. Detailed Invoices for each student authorization and the amount of time billed for his/her involvement in each Pre-ET activity. Reports must be submitted monthly until all the services are provided.. **Services provided without prior authorization will not be paid by MDRS**. Payment may be delayed or denied if the invoice is not submitted correctly and/or the required reports are not submitted; providers will not receive payment for claims submitted after 90 days from the date of the service.

Travel cost has been calculated into the unit rates and will not be paid separately by MDRS to Contract providers.

2.6 Participant Requirement

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; or is a student with a disability for purpose of section 504 of the Rehabilitation Act.

A potentially eligible (PE) student meets the definition of a student with a disability, has not been determined eligible or ineligible for VR services, and is not required to apply for or be determined eligible for VR to receive Pre-ETS. They will, however, have an open PE case and will interact with a VR counselor. See Attachment I.

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 Statements of Qualifications 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 Qualifications;
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 Qualifications; and,
5) A plan giving as many details as is practical explaining how the services will be performed.

4.2 Minimum Qualifications

Licensure and Credentials: Providers doing business in the state of Mississippi must have a registered business with the Mississippi Secretary of State's Office. The State of Mississippi will not utilize the services of any provider that does not have the applicable and current licensure, registration, or certification to do

business and render services. Providers will not be added to the approved provider list without a fully executed Provider Agreement. All providers, whether independent contractors, subcontractors, or employees of an independent contractor, are required to:

A. Complete fingerprints and National Criminal background checks on every employee who will be working with the students, at the cost of the provider. These are to be kept on file and made available to school districts at their request.
B. Adhere to the MDRS Client Services Policy and Procedures Manual.
C. Providers are expected to become familiar with and follow the general ideas in the Commission on Rehabilitation Counselor Certification (CCRC) Code of Ethics as they relate to confidentiality, relationships with participants, and record keeping.

Providers must be qualified to provide the services. Providers must submit their resumes with the scope of work for MDRS' review and approval. Resumes must include detailed information with time frames regarding training and experience.

Providers of Pre-Employment Transition Services must meet the following training and experience:

Graduation from high school, or equivalent education, and one year of relevant program experience which includes: working with individuals with disabilities, coordinating training and/or orientation activities, developing curriculums and providing outreach activities to businesses and/or schools, or working knowledge of assisting youth with workplace readiness training to develop social skills and independent living skills and/or instruction in self-advocacy, which may include peer mentoring.

4.3 Separation of Information

It is the responsibility of the respondent to separate the information marked as Marked and Unmarked for submission to MDRS. Non-separation or co-mingling of Marked and Unmarked information may subject the respondent's statement of qualifications to immediate rejection. The term "Unmarked" as used herein shall mean the requested documents shall have no self-identifying information about the respondent. See 1.11 Self-Identifying Information and 5.1 Statement of Qualifications Requirements.

4.4 Nonconforming Terms and Conditions

A statement of qualifications that includes terms and conditions that do not conform to the terms and conditions in the Request for Qualifications 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.

4.5 Conditioning Statement of Qualifications Upon Other Awards

Any statement of qualifications 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.

4.6 Evaluation Procedure

4.6.1 Step One:

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

(1) Responsive Respondent

Respondent must submit a statement of qualifications which conforms in all material respects to this Request for Qualifications, [RFQ 3150003186], 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.

4.6.2 Step Two:

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

Price – **35 points (35%)***
*Each vendor will receive a 35/35.

Technical factors (Proposed methodology) – **30 points (30%)***

- Plan for performing the required services- **30 points (30%)***

Management factors (Factors that will require the identity of the offeror to be revealed must be submitted separately from other factors) – **35 points (35%)***

- 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 **15 points (15%)**

- Personnel, equipment, and facilities to perform the services currently available or demonstrated to be made available at the time of contracting **10 points (10%)**

- Record of past performance of similar work **10 points (10%)**

Total Score = 100 points (100%)

4.6.3 Step Three:

The MDRS Executive Director or his/her designee will contact the respondents with the statements of qualifications 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.

4.7 Award

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

4.7.1 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. STATEMENT OF QUALIFICATIONS

SPECIFICATIONS

5.1 Statement of Qualifications Requirements

The following response format shall be used for all submitted statement of qualifications:

1) *Statement of qualifications Cover Sheet* (Attachment A) (Marked)
2) *Authorization and Acknowledgements Form* (Attachment B): Failure to complete and/or sign this form may result in the statement of qualifications being determined nonresponsive. (Marked)
3) *Certifications and Assurances Form* (Attachment C): Failure to complete and/or sign this form may result in the statement of qualifications being determined nonresponsive. (Marked)
4) *Company Questionnaire* (Attachment D) (Marked)
5) *Management Summary*: Provide a cover letter indicating the underlying philosophy of the firm in providing the service. (**Unmarked**)
6) *Statement of Qualifications*: Describe in detail how the service will be provided;
    1. Include a description of major tasks and subtasks. Include your Pre-ETS curriculum for each of the five Pre-ETS you plan to provide; curriculum should include the actual number of units in each Pre-ET.
    2. Include a plan of delivery amid COVID 19, reference Attachment H Remote Learning Plan Strategies. Each major category of Attachment H needs to be addressed in the plan. (**Unmarked**)
7) *Acceptance of conditions*: Indicate any exceptions to the general terms and conditions of the request for qualifications document and to insurance, bonding, and any other requirements listed. (Marked)
8) *Additional data*: Provide any additional information that will aid in evaluation of the response. Qualifier should disclose all funding from any Federal, State, and/or local governments entity, any public or private foundations or other organizations to provide Pre-Employment Transition Services. Disclosures should

include all funds allocated under the Workforce Innovations and Opportunities Act (WIOA). See Attachment F and Attachment G. (Marked)

9) *Insurance*: Attach a copy of applicable insurance certificate. (Marked)

5.2 Statement of Qualifications Submission

The original and 1 copy of the statement of qualifications, 2 copies total with an electronic version, shall be signed, placed in a sealed envelope or package, and submitted as listed below, on or before **12:00 PM CST, Friday, December 4, 2020**

Mississippi Department of Rehabilitation Services
Attention: Eric Davis, Director of Policy and Contracts
1281 Highway 51 North
Madison, Mississippi 39110
Request for Qualifications for Pre-ETS Services
RFQ No. 3150003186
Opening Date: 12:00 PM CST, Friday, December 4 ,2020
SEALED STATEMENT OF QUALIFICATIONS PACKAGE – DO NOT OPEN

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 Qualifications may file a protest with the Request for Qualifications Coordinator, Eric Davis, Director of Policy and Contracts. The protest shall be submitted on or before December 30, 2020, 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 Request for Qualifications Coordinator, Eric Davis, Director of Policy and Contracts, via either U.S. mail, postage prepaid, or personal delivery. Protests filed after December 30, 2020 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, Exhibit A,** and those required by the *Office of Personal Service Contract Review 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 *Office of Personal Service Contract Review Rules and Regulations* as updated.

6.5 Mississippi Contract/Procurement Opportunity Search Portal

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

6.6 Attachments

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

6.7 The request for qualifications, its amendments, the offeror's qualifications and the best and final offer shall constitute the contract.

ATTACHMENT A
Statement of Qualifications Cover Sheet

The Mississippi Department of Rehabilitation Services is seeking statements of qualifications from qualified contractors to provide individualized pre-employment transition services throughout the State of Mississippi for students who are served by MDRS.

Statements of Qualifications are to be submitted as listed below, on or before 12:00 PM CST, Friday, December 4, 2020.

PLEASE MARK YOUR ENVELOPE:

Mississippi Department of Rehabilitation Services
Attention: Eric Davis, Director of Policy and Contracts
1281 Highway 51 North
Madison, Mississippi 39110
Request for Qualifications for Pre-ETS Services RFQ
No. 3150003186
Opening Date: 12:00 PM CST, Friday, December 4, 2020.
SEALED STATEMENT OF QUALIFICATIONS 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 Qualifications, RFQ 3150003186, and the attachments herein;

2. That the company meets all requirements and acknowledges all certifications contained in this Request for Qualifications, RFQ 3150003186, and the attachments herein;

3. That the company agrees to all provisions of this Request for Qualifications, RFQ 3150003186, and the attachments herein;

4. That the company can and will meet all required laws, regulations, and/or procedures related to confidentiality and represents that its workers are licensed, certified, and possess the requisite credentials to perform the transition services; and

5. That the company has, or will secure, at its own expense, applicable personnel who shall be qualified to perform the duties required to be performed under this Request for Qualifications.

6. That the company understands that should an amendment to this RFQ be issued, it will be posted on the MDRS website (www.mdrs.ms.gov) in a manner that all proposers will be able to view. Proposers shall acknowledge receipt of any amendment to the solicitation by signing and returning the amendment with the statement of qualifications, 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 statement of qualifications. It is the company's sole responsibility to monitor the website for amendments to the RFQ.

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 statement of qualifications.

2. **Representation Regarding Gratuities.**

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

3. **Certification of Independent Price Determination.**

   The Respondent certifies that the prices submitted in response to the solicitation **[HAVE** *or* **HAVE NOT]** been arrived at independently and without, for the purpose of restricting competition, any consultation, communication, or agreement with any other respondent or competitor relating to those prices, the intention to submit a statement of qualifications, 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 statement of qualifications 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 statement of qualifications form may result in the statement of qualifications being rejected as nonresponsive.* ***Modifications or additions to any portion of this statement of qualifications document may be cause for rejection of the statement of qualifications.***

ATTACHMENT D

Company Questionnaire

If additional space is needed, please 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 3)

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

2. Service Location

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

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 3)

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

4. References

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

Company Name: _____

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

Company Name: _____

ATTACHMENT E

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

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

2. Availability of Funds. It is expressly understood and agreed that the obligation of 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 § 31-7-301.

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 §§ 71-111 *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;
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 Public Procurement Review Board's Office of Personal Service Contract Review's Rules and Regulations*, a copy of which is available at 501 North Woolfolk Street, Suite 701E, Jackson, Mississippi 39201 for inspection, or downloadable at http://www.dfa.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 Public Procurement Review Board's Office of Personal Service Contract Review's 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.

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.

16. Approval Clause. It is understood that if this contract requires approval by the Public Procurement Review Board and/or the Mississippi Department of Finance and Administration Office of Personal Service Contract Review and this contract is not approved by the PPRB and/or OPSCR, it is void and no payment shall be made hereunder.

17. 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 *[agency]* by the time and at the place specified for receipt of bids.

18. 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.

19. 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.

ATTACHMENT F

Areas of Coverage

List of Counties and School Districts to be served:

_____

_____

_____

Estimate the number of student that can be served on an annual basis:

_____

Company Name: _____

Signature and Date: _____

Name and Title: _____

ATTACHMENT G

Additional Data

_____
_____
_____
_____
_____
_____

Company Name: _____

Signature and Date: _____

Name and Title: _____

Attachment H

IES Institute of Education Sciences

Regional Educational Laboratory Central

Strategies to Support Learning Along a Continuum of Internet Access

This handout presents strategies for bridging the digital divide during remote learning. The strategies are organized under four areas to support the development of remote learning plans along a continuum of internet access – from high-speed access to no access. The strategies presented here are not exhaustive but are curated from remote learning plans developed by districts across the United States in response to the COVID-19 pandemic.

Remote Learning Plan Strategies

	Infrastructure How will you build the infrastructure for delivering remote learning?	Instructional Supports What learning activities or resources will you use?	Student Supports How will you provide support and feedback to learners?	Parent/Guardian Supports How will you communicate with and provide support to parents?
Online Hybrid Offline	• High-speed Internet • Free/low cost Internet programs • Access to Wi-Fi networks • Mobile hotspots • Mesh networks, fixed wireless broadband • Expanding Internet over phone lines (e.g., DSL) • Smartphone/apps • WiFi buses to create hotspot • Business/school Wi-Fi for upload/download • Travel to Wi-Fi zones • Public radio and TV (local access/PBS) • Texting (text and short videos) • Bus routes • Pickup/distribution locations • USB drives (to share and return materials) • Mail/prestamped envelopes • Free printing at businesses to distribute materials • Telephone • Bins of school supplies available at pickup locations	• Online curriculum (complete curriculum offered through various organizations) • Professional Development (PD) or Professional Learning Centers (PLCs) for teachers for remote learning plans • Online activities (individual learning activities or lessons) • School Learning Management System (LMS) – Google Classroom, Schoology, Canvas, etc. • Recorded video/screencast from teachers • Podcasts • Apps • Social media • Instructional TV shows • Audio-only Zoom call • Packets (daily, weekly) • Regular conference calls with instructional staff • Real-life projects (class, cross-curricular) • Choice boards/list of self-directed activities to choose from • Home-based projects (cooking, woodworking, activities based on household items)	• Online classes and individual meetings • Feedback through LMS • Virtual office hours • Email • Social media • Teacher helpline/call center • Teacher calls to students • School phone linked to teachers' personal phones • Virtual meetings/audio-only meetings for students • Mail • Bus pickup of completed materials	• Explicit/scaffolded directions included with all activities • Websites with parent info, including resource links • Teacher-recorded video/screencast focused on instructions to parents • Communication apps • Social media • Radio • TV • Newspaper • Group calls • Teacher call centers • Answer keys • Use of Google Voice or system to call from school phone instead of teachers' personal phones • Mail

ATTACHMENT I

Business Practices - Pre-ETS for Potentially Eligible and VR/VRB Students

A ***student with a disability*** is an individual who is:

1. enrolled in a secondary, post-secondary, or other recognized education program,
2. no younger than fourteen (14) and no older than twenty-one (21) years of age, and
3. eligible for and receiving special education or related services under IDEA or is an individual with a disability for **purposes of section 504** of the Rehabilitation Act *(this includes students with a documented disability that could require accommodations)*.

A **potentially eligible student (PE)** is an individual who meets the definition of a student with a disability and who has not been determined eligible or ineligible for VR. **PE students** are not required to apply for VR services to receive pre-employment transition services (Pre-ETS) activities.

A **Vocational Rehabilitation (VR) student** is an individual who has applied for and has been determined eligible for vocational rehabilitation services. For the purpose of these business practices, VR students are also required to meet the definition of student with a disability.

When referring a VR eligible or PE student for Pre-ETS, it is recommended that the OVR/OVRB Counselor and the Pre-ETS Provider follow the processes listed below:

- Pre-ETS **<u>may not be provided</u>** to an individual who does not meet the definition of a student with a disability.

- The Counselor with the Provider will schedule appointments with the Special Education Director for each school district to be served to introduce the Provider and to discuss their planned Pre-ETS activities for the school year/summer before any services begin.

Referral Process for PE Students

1. The Counselor will work with the school district and provider to obtain **new PE student** referrals and complete their "OVR Potentially Eligible Student Pre-ETS Referral Form" (MDRS-TY-04a). PE students who are under the age of 18 or who may not understand the content of the form, must have their parents/guardians sign and date the form to give their consent for Pre-ETS activities. (**Most school districts require parental consent no matter the age.**)

2. When only one Third Party Pre-ETS Provider is available in a school district, the Counselor will complete the "Pre-Employment Transition Services Provider Information" section on form MDRS-TY-04a for the student, parent/guardian, and referring educational agency to review and approve.

3. The Counselor will confirm all the required data fields are correctly completed by the student/parent or guardian, and the referring educational agency, and then enter the PE referral in the AACE Referral Module using the date of receipt as the application date. Once the 'PE Participant Case' has been open and the Pre-ETS Provider has been contacted, then Pre-ETS activities may begin.

4. The Counselor will maintain a hard copy case file on all PE students. If a VR case is later opened, the Counselor will place a copy of the PE information in the VR case file.

5. Students who already have an open PE case and want Pre-ETS through the local Provider will need to convey this request to their Counselor. A new "OVR Potentially Eligible Student Pre-ETS Referral Form" is **not required**. However, on the existing PE referral form, the Counselor will need to update the "Pre-Employment Transition Services Provider Information" section with the local Provider's information, and then send a copy of the form to the Provider.

Authorization Process

1. **Before Pre-ETS activities may begin for a PE student,** the Counselor will issue an authorization for the agreed upon Pre-ETS and send it, with a copy of the MDRS-TY-04a form with the "Pre-Employment Transition Services Provider Information" section completed to the chosen Provider. If an authorization must be sent to a Provider's headquarters or billing service, the Counselor should email a copy to the local Provider who will actually be providing the service.

2. **When Pre-ETS activities are needed for a VR eligible student**, the Counselor must develop/amend the student's IPE to include the Pre-ETS services and his/her chosen Provider. The Counselor will then issue the authorization for the VR student's Pre-ETS and send it, along with a copy of the VR student's Initial Interview form (MDRS-VR-04), to the chosen Provider.

3. The Counselor will create the authorization for the full period of time the Pre-ETS are to be provided (not to exceed three months), and will include each Pre-ETS activity required by the PE/VR student. This authorization should be created for no more than one semester at a time.

Changes in the Provision of Pre-ETS

1. The Provider will submit their updated Pre-ETS activity schedule to the Transition Program Coordinator and VR/VRB Counselor, to include the total number of hours for each Pre-ETS activity to be provided, no less than 30 days before the activity begins to ensure timely completion of authorizations.

2. The Provider will notify the Transition Program Coordinator and VR/VRB Counselor when Pre-ETS scheduled activities are full, and when/if additional Pre-ETS activities are being planned.

Completion of Provision Form

1. The Provider will complete the "Pre-ETS Provision Form" (MDRS-VR-61) for each **PE/VR student** served. This Provision form can be completed daily, weekly, or monthly based on the number of Pre-ETS activities provided to the student. A brief daily description of each Pre-ETS activity is to be included with the total number of units per Pre-ETS. The Provider will submit the completed the "Pre-ETS Provision Forms" back to the Counselor monthly.

2. The Provider and the PE/VR student are required to sign and date the "Pre-ETS Provision Form".

3. The Provider and Counselor understand that prep and travel time cannot be billed. Only the Pre-ETS unit costs on the "Pre-ETS Provision Form" will be paid.

4. The Counselor will review the "Provider Pre-ETS Provision Forms" and return any with errors back to the Provider to be corrected.

5. The Counselor will keep a copy of the "Provider Pre-ETS Provision Form" in the PE/VR student's file.

STATE OF MISSISSIPPI DEPARTMENT OF REHABILITATION SERVICES CONTRACT FOR PROFESSIONAL SERVICES

1. Parties. The parties to this contract are the Mississippi Department of Rehabilitation Services (hereinafter "MDRS") and [Contractor Name] (hereinafter "Contractor").

2. Purpose. The purpose of this contract is for MDRS to engage Contractor to provide certain professional services as set forth in RFQ 3150003186, issued by MDRS and incorporated herein by reference. Contractor is one of the vendors selected through the above referenced RFQ.

3. General Terms and Conditions. This contract is hereby made subject to the terms and conditions included in Exhibit "A", attached hereto and incorporated herein, captioned "General Terms and Conditions."

4. Scope of Services. Contractor will perform and complete in a timely and satisfactory manner the services described in Exhibit "B", attached hereto and incorporated herein, captioned "Scope of Services."

5. Consideration. As consideration for the performance of the services referenced in Exhibit "B", MDRS agrees to compensate Contractor as provided in Exhibit "B", attached hereto and incorporated herein, captioned "Compensation."

6. Period of Performance. This contract will become effective for the period beginning February 16, 2021 and ending on June 30, 2022, upon the approval and signature of the parties hereto. MDRS has the option to renew the contract for three (3) successive one-year period(s).

7. Notices. All notices required or permitted to be given under this agreement must be in writing and personally delivered or sent by certified United States mail, postage prepaid, return receipt requested, to the party to whom the notice should be given at the address set forth Exhibit "C", attached hereto and incorporated herein, captioned "Notifications."

In witness whereof, the parties hereto have affixed, on duplicate originals, their signatures on the date indicated below, after first being authorized so to do.

_____ By: _____

DATE

Billy Taylor, Chief of Staff
Mississippi Department of Rehabilitation Services

_____ By: _____

DATE

EXHIBIT A

GENERAL TERMS AND CONDITIONS

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

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

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

4. Availability of Funds. It is expressly understood and agreed that the obligation of MDRS to proceed under this agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of 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 MDRS, MDRS shall have the right upon ten (10) working days written notice to Contractor, to terminate this agreement without damage, penalty, cost or expenses to MDRS of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

5. Compliance with Laws. Contractor understands that the Mississippi Department of Rehabilitation Services 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.

6. Conflict of Interest. Contractor represents, to the best of his or her knowledge and belief, that this contract does not present the Contractor with a conflict of interest with respect to any past, current, or potential contract or

employment such that the Contractor would be unable to perform impartially and without bias. Contractor must also refrain from using confidential or protected personally identifiable information for any other purpose other than to perform the duties required by this contract.

7. Disputes. Any dispute concerning a question of fact arising under this Contract shall be disposed of by good faith negotiation between duly authorized representative of MDRS and the Contractor. Disputes that cannot be resolved in this manner shall be determined by a court of competent jurisdiction in Hinds County, Mississippi. Pending final decision of a dispute, the Contractor shall proceed diligently with the performance of its obligation in this agreement.

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

9. 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;

   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.

10. Entire Agreement. This Contract constitutes the entire agreement of the parties with respect to the subject matter contained herein and supersedes and replaces any and all prior negotiations, understandings and agreements, written or oral, between the parties relating thereto.

11. Failure to Deliver. In the event of failure of Contractor to deliver services in accordance with the contract terms and conditions, MDRS, after due oral or written notice, may procure the services from other sources and hold

Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that MDRS may have.

12. Failure to Enforce. Failure by MDRS at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of MDRS to enforce any provision at any time in accordance with its terms.

13. Force Majeure. Each party shall be excused from performance for any period and to the extent that it is prevented from performing any obligation or service, in whole or in part, as a result of causes beyond the reasonable control and without the fault or negligence of such party and/or its subcontractors. Such acts shall include without limitation acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, earthquakes, floods, or other natural disasters ("force majeure events"). When such a cause arises, Contractor shall notify the State immediately in writing of the cause of its inability to perform, how it affects its performance, and the anticipated duration of the inability to perform. Delays in delivery or in meeting completion dates due to force majeure events shall automatically extend such dates for a period equal to the duration of the delay caused by such events, unless the State determines it to be in its best interest to terminate the agreement.

14. HIPAA Compliance. Contractor agrees to comply with the "Administrative Simplification" provisions of the Health Insurance Portability and Accountability Act of 1996, including electronic data interchange, code sets, identifiers, security, and privacy provisions, as may be applicable to the services under this contract.

15. Indemnification. To the fullest extent allowed by law, Contractor shall indemnify, defend, save and hold harmless, protect, and exonerate the agency, its commissioners, board members, officers, employees, agents, and representatives, and the State of Mississippi from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever including, without limitation, court costs, investigative fees and expenses, and attorney's fees, arising out of or caused by Contractor and/or its partners, principals, agents, employees and/or subcontractors in the performance of or failure to perform this agreement. In the State's sole discretion upon approval of the Office of the Mississippi Attorney General, Contractor may be allowed to control the defense of any such claim, suit, etc. In the event Contractor defends said claim, suit, etc., Contractor shall use legal counsel acceptable to the Office of the Mississippi Attorney General. Contractor shall be solely responsible for all costs and/or expenses associated with such defense, and the State shall be entitled to participate in said defense. Contractor shall not settle any claim, suit, etc. without the concurrence of the Office of the Mississippi Attorney General, which shall not be unreasonably withheld.

16. Independent Contractor Status. Contractor shall, at all times, be regarded as and shall be legally considered an independent contractor and shall at no time act as an agent for the State. Nothing contained herein shall be deemed or construed by the State, Contractor, or any third party as creating the relationship of principal and agent, master and servant, partners, joint ventures, employer and employee, or any similar such relationship between the State and Contractor. Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any acts of the State or Contractor hereunder creates, or shall be deemed to create a relationship other than the independent relationship of the State and Contractor. Contractor's personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of the State. Neither Contractor nor its employees shall, under any circumstances, be considered servants, agents, or employees of MDRS, and MDRS shall be at no time legally responsible for any negligence or other wrongdoing by Contractor, its servants, agents, or employees. MDRS shall not withhold from the contract payments to

Contractor any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to Contractor. Further, MDRS shall not provide to Contractor any insurance coverage or other benefits, including Worker's Compensation, normally provided by the State for its employees.

17. Insurance. The Contractor represents that it will maintain workers' compensation insurance as required by the State of Mississippi which shall inure to the benefit of all the Contractor's personnel provided hereunder. The Mississippi Department of Rehabilitation Services reserves the right to request from carriers, certificates of insurance regarding the required coverage. Insurance carriers must be licensed or hold a Certificate of Authority from the Mississippi Department of Insurance.

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

19. Non-solicitation of Employees. Each party to this agreement agrees not to employ or to solicit for employment, directly or indirectly, any persons in the full-time or part-time employment of the other party until at least six (6) months after this agreement terminates unless mutually agreed to in writing by the State and Contractor.

20. Ownership of Documents and Work Papers. MDRS shall own all documents, files, reports, work papers and working documentation, electronic or otherwise, created in connection with the project which is the subject of this agreement, except for Contractor's internal administrative and quality assurance files and internal project correspondence. Contractor shall deliver such documents and work papers to MDRS upon termination or completion of the agreement. The foregoing notwithstanding, Contractor shall be entitled to retain a set of such work papers for its files. Contractor shall be entitled to use such work papers only after receiving written permission from MDRS and subject to any copyright protections.

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

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

21. 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.

22. Personally Identifiable Information. Contractor will not disclose or release any Personally Identifiable Information (PII) to which the Contractor has access except as required to do so to authorized employees and officials within the scope of the Contractor's duties under this contract. Furthermore, Contractor acknowledges

that any unauthorized disclosure of the information provided under this contract may violate the terms of Section 1106 of the Social Security Act and the Privacy Act, 5 U.S.C. 552a and subject the Contractor to penalties.

23. Procurement Regulations. The contract shall be governed by the applicable provisions of the Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations, a copy of which is available at 501 North West Street, Suite 701E, Jackson, Mississippi 39201 for inspection, or downloadable at http://www.DFA.ms.gov.

24. Record Retention and Access to Records. Provided Contractor is given reasonable advance written notice and such inspection is made during normal business hours of Contractor, the State or any duly authorized representatives shall have unimpeded, prompt access to any of Contractor's books, documents, papers, and/or records which are maintained or produced as a result of the project for the purpose of making audits, examinations, excerpts, and transcriptions. All records related to this agreement shall be retained by Contractor for three (3) years after final payment is made under this agreement and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this project is commenced before the end of the three (3) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the three (3) year period, whichever is later.

25. Recovery of Money. Whenever, under the contract, any sum of money shall be recoverable from or payable by Contractor to MDRS, the same amount may be deducted from any sum due to Contractor under the contract or under any other contract between Contractor and MDRS. The rights of MDRS are in addition and without prejudice to any other right MDRS may have to claim the amount of any loss or damage suffered by MDRS on account of the acts or omissions of Contractor.

26. Representation Regarding Contingent Fees. Contractor represents that it has not retained a person to solicit or secure a state contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in Contractor's bid or statement of qualifications.

27. 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 6-204 (Gratuities) of the Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations.

28. Requirements Contract. During the period of the contract, Contractor shall provide all the service described in the contract. Contractor understands and agrees that this is a requirements contract and that the Mississippi Department of Rehabilitation Services shall have no obligation to Contractor if no services are required. Any quantities that are included in the scope of work reflect the current expectations of the Mississippi Department of Rehabilitation Services for the period of the contract. The amount is only an estimate and Contractor understands and agrees that MDRS is under no obligation to Contractor to buy any amount of the services as a result of having provided this estimate or of having any typical or measurable requirement in the past. Contractor further understands and agrees that MDRS may require services in an amount less than or in excess of the estimated annual contract amount and that the quantity actually used, whether in excess of the estimate or less than the estimate, shall not give rise to any claim for compensation other than the total of the unit prices in the contract for the quantity actually used.

29. Right to Audit. Contractor shall maintain such financial records and other records as may be prescribed by MDRS or by applicable federal and state laws, rules, and regulations. Contractor shall retain these records for a period of three years after final payment, or until they are audited by MDRS, whichever event occurs first. These records shall be made available during the term of the contract and the subsequent three-year period for examination, transcription, and audit by the Mississippi State Auditor's Office, its designees, or other authorized bodies.

30. Severability. If any part of this agreement is declared to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of the agreement that can be given effect without the invalid or unenforceable provision, and to this end the provisions hereof are severable. In such event, the parties shall amend the agreement as necessary to reflect the original intent of the parties and to bring any invalid or unenforceable provisions in compliance with applicable law.

31. Stop Work Order.

1) Order to Stop Work: The Chief 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 Chief Procurement Officer shall either:

a) cancel the stop work order; or,

b) terminate the work covered by such order as provided in the Termination for Default clause or the Termination for Convenience clause of this contract.

2) 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:

a) 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,

b) Contractor asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage; provided that, if the Chief 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.

3) 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.

4) Adjustments of Price: Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment clause of this contract.

32. Termination for Convenience.

a. *Termination*. MDRS may, when the interests of the State so require, terminate this contract in whole or in part, for the convenience of the State. MDRS 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. MDRS 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.

33. 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," in cost-reimbursement contracts, "Termination"). (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.

34. Termination upon Bankruptcy. This contract may be terminated in whole or in part by the Mississippi Department of Rehabilitation Services 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.

35. 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.

36. 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.

37. Waiver. No delay or omission by either party to this agreement in exercising any right, power, or remedy hereunder or otherwise afforded by contract, at law, or in equity shall constitute an acquiescence therein, impair any other right, power or remedy hereunder or otherwise afforded by any means, or operate as a waiver of such right, power, or remedy. No waiver by either party to this agreement shall be valid unless set forth in writing by the party making said waiver. No waiver of or modification to any term or condition of this agreement will void, waive, or change any other term or condition. No waiver by one party to this agreement of a default by the other party will imply, be construed as or require waiver of future or other defaults.

38. Approval Clause. It is understood that if this contract requires approval by the Public Procurement Review Board and/or the Mississippi Department of Finance and Administration Office of Personal Service Contract Review and this contract is not approved by the PPRB and/or OPSCR, it is void and no payment shall be made hereunder.

EXHIBIT "B"

SERVICES AND COMPENSATION

SCOPE OF SERVICES

In fulfillment of the purposes of this Agreement, the Contractor shall provide individualized pre-employment transition services throughout the State of Mississippi for students with disabilities who are served by MDRS. Services shall be provided in accordance with the terms set forth in the Request for Qualifications [RFQ 3150003186] issued by MDRS, and are further described in Exhibit "D", captioned "PRE-ETS Statement of Qualifications", attached hereto and made a part hereof by reference.

COMPENSATION

In furtherance of the performance of the services referenced above, MDRS agrees to compensate the Contractor the amount of XXXXX Dollars ($XX,XXX.XX). Purchases under this Agreement shall be subject to any limitations contained in Exhibit D. Contractor agrees to ensure the funds subject to this Agreement are used in accordance with conditions, requirements and restrictions of federal, state and local laws, as well as any terms and conditions set forth in the Request for Qualifications. Rates will be in accordance with Section 2.1.

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

[*The final contract document may include terms and/or conditions in addition to those provided in this template*.]

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

EXHIBIT "C"

NOTIFICATIONS

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

For MDRS: Chris M. Howard, Executive Director
Mississippi Department of Rehabilitation Services
Post Office Box 1698
Jackson, Mississippi 39215-1698

[with Copy to Contract Coordinator]

For the Contractor: [Contractor Name], [Title]
[Company Name]
[Mailing Address]
[City], [State] [Zip Code]

EXHIBIT D

PRE-ETS Statement of Qualifications

[*Contractor's statement of qualifications shall be detailed within this Exhibit.*]