

REQUEST FOR QUALIFICATIONS

RFx Number: RFQ 3120003211

To Provide: Pre-Employment Transition Services

Program – Workforce Innovation & Opportunity Act

Issue Date: September 4, 2025

CLOSING LOCATION

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

REQUEST FOR QUALIFICATIONS COORDINATOR

Lee Shirley, Director of Contracts

Telephone: (601) 853-5217

Email: lshirley@mdrs.ms.gov

CLOSING DATE AND TIME

Qualifications must be received by October 17, 2025, 10:30 AM CST.

SECTION 1. REQUEST FOR QUALIFICATIONS OVERVIEW

1.1 Proposal Acceptance Period

The original unredacted version of the proposal, as well as a version **REDACTED** for confidential commercial or financial information and/or trade secrets, 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 qualifications. Please note that redacted bids are considered a public record. The envelope should also include 1 electronic copy of the original proposal and 1 copy of the redacted proposal on a USB Flash Drive in a searchable Adobe Acrobat (PDF) format. Timely submission is the responsibility of the respondent. 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 proposal. The Mississippi Department of Rehabilitation Services (MDRS) reserves the right to decide, on a case-by-case basis, whether to reject a proposal with modifications or additions as non-responsive. As a precondition to proposal acceptance, MDRS may request the respondent to withdraw or modify those portions of the proposal deemed non-responsive that do not affect quality, quantity, price, or delivery of the service. MDRS reserves the right to cancel this solicitation prior to the award of contracts.

1.1.1 Timeline

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| • Request for Qualifications (RFQ) Issue Date: | September 4, 2025 |
| • Deadline for Vendor Questions to MDRS: | September 19, 2025, 5:00 PM CST |
| • Anticipated Posting of Answers to Questions: | October 3, 2025 |
| • Proposal Submission Deadline: | October 17, 2025, 10:30 AM CST |
| • Selection Completed: | Prior to October 31, 2025 |

1.1.2 Rejection of Qualifications

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 proposal 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 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 proposal considered to be proprietary information which may remain confidential in accordance with Mississippi Code Annotated §§ 25- 61-9 and 79-23-1 (1972, as amended). Any pages not marked accordingly will be subject to review by the general public after award of the contract. Requests to review the proprietary information will be handled in accordance with applicable legal procedures.

1.4 Registration with Mississippi Secretary of State

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

1.5 Debarment

By submitting a proposal, the respondent certifies that it is not currently debarred from submitting 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 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 Lee Shirley, Director of Contracts, at Post Office Box 1698, Jackson, Mississippi 39215-1698 or lshirley@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 clarification 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 1.1.1 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 Qualifications

All Qualifications shall be in writing.

1.11 Self-Identifying Information

The respondent is responsible for ensuring that the **Unmarked** Proposal and Management Summary, found in Section 5.1 Proposal 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 (Rate is all inclusive):

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

Instruction in Self-Advocacy Training	\$75.00 per unit/per student	\$85.00 per unit/per student
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**For the purposes of this event, a group is defined as three or more students, while an individual refers to one or two students.*

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 December 9, 2030, 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 December 10, 2025, through December 9, 2026. Upon written agreement of both parties at least fifteen (15) days prior to each contract anniversary date, the contract may be renewed by MDRS for a period of four (4) successive one-year period(s) under the same prices, terms, and conditions as in the original contract subject to approval by the PPRB. The total number of renewal years permitted shall not exceed four (4).

2.5 Description of Services

In fulfillment of the purposes of this Agreement, services shall be provided in accordance with the terms set forth in this Contract Agreement and OVR/OVRB Business Practices.

The purpose of this Contract Agreement is to engage Providers to deliver Pre-Employment Transition Services (Pre-ETS) to students with disabilities on behalf of the Mississippi Department of Rehabilitation Services (MDRS). Pre-ETS are designed to help students begin exploring career interests and developing skills necessary for future employment and/or post-secondary education or training. These services serve as the foundation for a successful transition to competitive integrated employment.

Pre-ETS support the development of self-awareness, self-esteem, self-advocacy, and self-empowerment skills while promoting exploration of individual career pathways. All Pre-ETS must be delivered in integrated settings to students with disabilities who are either potentially eligible (PE) or have an active case with Vocational Rehabilitation (VR) or Vocational Rehabilitation for the Blind (VRB).

The Provider will work in coordination with MDRS VR/VRB Counselors and local school districts to conduct outreach regarding the availability of Pre-ETS. MDRS VR/VRB Counselors will furnish the Provider with the

MDRS-VR-100 Referral for Contracted Pre-ETS Services Form for each student determined eligible and in need of services. Only students for whom the Provider has received a completed MDRS-VR-100 may participate in Pre-ETS under this agreement.

A student with a disability is an individual who meets the following criteria:

- Not younger than 14 years of age and is not older than 21 years of age;
- Is in a secondary or post-secondary education program or other recognized education program and needs assistance to be successful in order to enter competitive employment;
- Has received special education services or related services under IDEA or is an individual with a disability for the purpose of section 504 of the Rehabilitation Act; and
- Is eligible for VR/VRB services or is enrolled as a potentially eligible student who 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 OVR/OVRB Counselor.

The five categories include: Job Exploration counseling, Workplace Readiness Training, Work-Based Learning Experiences, Counseling on Opportunities for Enrollment in Comprehensive Transition or Postsecondary Educational Programs, and Instruction in Self-Advocacy.

Pre-Employment Transition Services (Pre-ETS) consist of five separate categories:

Job Exploration Counseling. Support students to learn about career pathways, in-demand industries and occupations, the labor market and explore their career interests that fit within the interests, skills and abilities and must include, but is not limited to, the following and at a minimum, services must include:

- Sharing and exploring labor market information and in-demand industries/occupations;
- Defining career pathways;
- Exploration of career pathways of interest;
- Exploration of student skills and support in identifying how these skills translate to careers;
- Exploration of work environment preferences; and
- Increasing awareness of nontraditional career opportunities.

Work-Based Learning Experiences. Support students to further explore the world of work and various occupations and career pathways and provide students with opportunities to practice and improve their workplace skills. 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. At a minimum, services must include:

- Meeting with an employer at their place of work to learn about the world of work and understand work duties associated with a job/career of interest (this can be done through a workplace tour, informational interview, volunteer/internship/paid/unpaid work experience, etc.);

- Learning about, and as appropriate, practicing following common workplace rules;
- Identifying an area for students to grow their work skills;
- Coordinating a school-based or community-based program of job training and informational interviews to research employers;
- Job shadowing;
- Mentoring opportunities in the community;
- Apprenticeships;
- Short-term employment;
- On-the-Job trainings; and
- Evaluating and monitoring the students' performance on the job.

Counseling on Post Secondary Education and Training Opportunities. Support students to develop awareness of the range of postsecondary educational and occupational training opportunities and emphasize a career pathways approach. At a minimum, services must include:

- Understanding the difference between high school and postsecondary education/training;
- Exploring different types of postsecondary academic and occupational training options and how these will support high-quality careers;
- Student identification of at least one postsecondary academic or occupational training of interest;
- Providing information about the college application and admission process;
- Learning about Federal Financial Aid options and providing information on access and applications for grants /scholarships and assistance completing applications, if needed [i.e., Free Application for Federal Student Aid (FAFSA)];
- Learning the process for requesting and accessing accommodations for postsecondary education/training programs in addition to providing 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; and
- Providing 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.

Workplace Readiness Training. Help students prepare for adult life and develop commonly expected skills employers seek from most employees. Develop independent living and work readiness skills in consideration of the unique needs of each student. Provider may provide training in using transportation as a stand-alone workplace readiness training service. All other workplace readiness training services must include at a minimum, but is not limited to, the following:

- Learning where and how to search for work (including the importance of networking);
- Learning and practicing how to effectively complete a job application;

- Learning what a behavioral interview question is and practicing how to effectively answer these questions;
- Learning and practicing how to professionally ask for help on the job;
- Financial literacy and financial empowerment;
- Resume writing;
- Understanding workplace expectations/relationships;
- Communication and interpersonal skills;
- Identifying transportation resources; and
- Provide connections and support to peer counseling and resources, to assist with self-sufficiency such as housing, personal finance, budgeting, etc.

Instruction in Self-Advocacy. Support students' development of effective communication and decision-making skills and emphasize self-determination. Provide self-advocacy instruction based on the unique needs of the student(s) and services must include at a minimum, but is not limited to, the following:

- Identify strengths;
- Identify support needs;
- Understand what it means to disclose one's disability and who is responsible for doing this;
- Understand how to effectively request and utilize accommodations;
- Identify ways to be a self-advocate;
- Identify/develop positive strategies to support effective problem solving;
- Understand what an informed decision is and how to engage in informed decision making;
- Use of assistive technology;
- Understanding Supplemental Security Income (SSI) and other Financial assistance; and
- 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).

The OVR/OVRB Counselor is responsible for communicating the student's Pre-ETS needs, goals, and the intended purpose of participation by completing the Referral for Contracted Pre-ETS Services Form (MDRS-VR-100). If additional goals are identified as a result of service planning, the MDRS-VR-100 must be updated to reflect those changes prior to the initiation of services.

The Provider must specify the geographic area(s) in which services can be provided, as well as how the services will be delivered.

The Provider shall work in collaboration with the MDRS Office of Communications to coordinate all publicity efforts, including those on social media, print, television, and other media platforms. All promotional materials

must include co-branding that accurately represents both MDRS and the Provider. Furthermore, all media and promotional content must receive prior approval from the Director of the Office of Communications and the Director of the Office of Vocational Rehabilitation before distribution or publication.

The Provider shall be responsible for covering all travel-related expenses (e.g., lodging, mileage) incurred by providing the services.

The Provider is required to submit the participant's monthly Pre-ETS Provision Form (MDRS-VR-61) to the assigned OVR/OVRB Counselor no later than the seventh business day of the month following the delivery of services.

All services *must be authorized* by MDRS-OVR/OVRB prior to the start date, in accordance with the established Fee Schedule.

Report Requirements:

A separate Pre-ETS Provision Form (monthly report) must be submitted for each participant for every month in which the student receives Pre-Employment Transition Services. The Pre-ETS Provision Form shall include:

I. Provision of Services:

- a. Dates the student participated in the services.
- b. Number of hours or days the services was provided.
- c. Specific Pre-ETS category provided.
- d. Where the services were provided.
- e. How the services were provided.

II. Student-Specific Observations:

- a. Level of participation observed.
- b. Interest in activities and information presented.
- c. Progress demonstrated, including any skill improvements.
- d. Challenges or concerns noted during participation.

III. Accommodations & Support:

- a. Any accommodations, compensatory techniques, or specialized training required.

IV. Provider Signatures & Approval:

- a. Signature of the provider and date.
- b. Signature of the director and date.
- c. Signature of the client and date.

Surveys:

Pre- and post-service surveys must be administered to all participants and submitted to OVR/OVRB. The pre-service survey must accompany the initial monthly report and invoice, while the post-service survey must be submitted with the final monthly report and invoice.

All documentation must be accurate and submitted on time to ensure proper reporting and evaluation of the provision of services impact.

Invoice Requirements:

The Provider must submit a monthly Pre-ETS invoice to the participant's assigned OVR/OVRB Counselor for the authorized Pre-ETS services delivered. The invoice must include an itemized list of services and be signed by the Provider, certifying that the participant received the authorized services as billed. MDRS-OVR/OVRB reserves the right to withhold payment to the Provider if the services rendered fall outside the scope of Pre-Employment Transition Services (Pre-ETS), and specifically, outside the scope of the authorized services identified on the Pre-ETS Services Form (MDRS-VR-100).

I. Invoices must include:

- a. Provider's # and address
- b. Invoice number
- c. Participants' name;
- d. The amount of time/units billed for the participant's involvement in **each** Pre-ETS activity;
- e. Service date(s); and the
- f. Appropriate service fee.

II. **Services provided without a completed *Referral for Contracted Pre-ETS Services Form (MDRS-VR-100)* and authorization will not be paid by MDRS-OVR/OVRB.** 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.

III. MDRS-OVR/OVRB will not reimburse Providers for travel-related expenses.

IV. The Provider is required to participate in quarterly site visit meetings with MDRS-OVR/OVRB staff.

Evaluation Criteria:

Services provided under this section will be evaluated in accordance with the Roles and Responsibilities (Scope of Services) outlined in this document. Program reviews will focus on, but are not limited to, the following areas:

1. The degree to which the Provider effectively addresses students' Pre-ETS needs, as demonstrated through student progress reports and post-service survey results.
2. The submission of a comprehensive summary report upon completion of services, which includes: an overview of the student's participation and experience; observations regarding the student's progress in

making informed decisions related to careers and adult life; and recommendations for meaningful transition goals, additional Pre-ETS needs, and, where applicable, suggested educational, vocational rehabilitation, or community resources that may enhance transition planning and support the student's preparation for employment and independent adult living.

3. The Provider must submit to the OVR/OVRB Counselor a copy of all materials developed by the student or products resulting from the service (e.g., résumé, completed sample job application, disability disclosure script, personal budget, elevator pitch, etc.).
4. The prompt and timely submission of all required invoices and reports.
5. Maintaining and adhering to the terms of a current and valid Provider Agreement.

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 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 these services must meet the following training and experience:

Bachelor's Degree, 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 proposal 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 Proposal Requirements.

4.4 Nonconforming Terms and Conditions

A proposal 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 proposal 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 Qualifications Upon Other Awards

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

4.6 Evaluation Procedure

4.6.1 Step One:

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

(1) Responsive Respondent

Respondent must submit a proposal which conforms in all material respects to this Request for Qualifications, [RFQ 3120003211], 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:

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

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 respondent with the 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 respondent whose 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. PROPOSAL SPECIFICATIONS

5.1 Proposal Requirements

The following response format shall be used for all submitted proposal. **Please note that Unmarked proposals are no longer required. You must still submit a version that has been redacted for any trade secrets or proprietary information, or allow the unredacted version of your proposal to be posted to the public (See Attachment H):**

- 1) *Proposal Cover Sheet* (Attachment A) (Marked)
- 2) *Authorization and Acknowledgements Form* (Attachment B): Failure to complete and/or sign this form may result in the proposal being determined nonresponsive. (Marked)
- 3) *Certifications and Assurances Form* (Attachment C): Failure to complete and/or sign this form may result in the proposal being determined nonresponsive. (Marked)
- 4) *Company Questionnaire* (Attachment D) (Marked)
- 5) *Areas of Coverage* (Attachment F): List the areas you can provide these services and the estimated number of students that can be served. (Marked)
- 6) *Management Summary*: Provide a cover letter indicating the underlying philosophy of the firm in providing the service. (Marked)
- 7) *Proposal*: Describe in detail how the service will be provided; (Marked)
- 8) *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)

- 9) *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 these services. Disclosures should include all funds allocated under the Workforce Innovations and Opportunities Act (WIOA). See Attachment G. (Marked)
- 10) *Redaction Notice* (Attachment H) (Marked) Failure to complete and/or sign this form may result in the proposal being determined unresponsive or if redactions are made in bad faith.
- 11) *Insurance*: Attach a copy of applicable insurance certificate. (Marked)

5.2 Proposal Submission

The original and 1 copy of the proposal, 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 **10:30 AM CST, Friday, October 17, 2025**.

Mississippi Department of Rehabilitation Services
Attention: Lee Shirley, Director of Contracts
1281 Highway 51 North
Madison, Mississippi 39110
Request for Qualifications for Comprehensive Training Events for MDRS Clients
RFQ No. 3120003211
Opening Date: 10:30 AM CST, Friday, October 17, 2025
SEALED STATEMENT OF QUALIFICATIONS PACKAGE – DO NOT OPEN

SECTION 6. POST-AWARD PROCEDURES AND INFORMATION

6.1 Request for Reconsideration

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 request for reconsideration with the Request for Qualifications Coordinator, Lee Shirley, Director of Contracts. The request for reconsideration shall be submitted on or before November 12, 2025, 12:00 PM CST, in writing after such aggrieved person or entity knows or should have known of the facts giving rise thereto. All requests for reconsideration must be in writing, dated, signed by the respondent or an individual authorized to sign contracts on behalf of the respondent, and contain a statement of the reason(s) for the request, citing the law(s), rule(s) or regulation(s), and/or procedure(s) on which the request is based. The written request for reconsideration letter shall contain an explanation of the specific basis for the request. The requesting respondent must provide facts and evidence to support the request. A request for reconsideration is considered filed when received by the Request for Qualifications Coordinator, Lee Shirley, Director of Contracts, via either U.S. mail, postage prepaid, or personal delivery. Requests filed after November 12, 2025, 12:00 PM CST will not be considered.

6.2 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.

6.3 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.

6.4 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.

6.5 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.

6.6 The Request for Qualifications, its amendments, and the offeror's statement of qualifications shall constitute the contract.

ATTACHMENT A
Proposal Cover Sheet

The Mississippi Department of Rehabilitation Services is seeking qualifications from qualified contractors to provide Pre-Employment Transition Services for MDRS clients.

Qualifications are to be submitted as listed below, on or before **10:30 AM CST, Friday, October 17, 2025.**

PLEASE MARK YOUR ENVELOPE:

Mississippi Department of Rehabilitation Services
Attention: Lee Shirley, Director of Contracts
1281 Highway 51 North
Madison, Mississippi 39110
Request for Qualifications for Pre-Employment Transition Services
No. 3120003211
Opening Date: 10:30 AM CST, Friday, October 17, 2025
SEALED PROPOSAL 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 3120003211 and the attachments herein;
2. That the company meets all requirements and acknowledges all certifications contained in this Request for Qualifications, RFQ 3120003211, and the attachments herein;
3. That the company agrees to all provisions of this Request for Qualifications, RFQ 3120003211, and the attachments herein;
4. That the company can and will meet all required laws, regulations, and/or procedures related to confidentiality and represents that its workers are licensed, certified, and possess the requisite credentials to perform the transition services; and
5. That the company has, or will secure, at its own expense, applicable personnel who shall be qualified to perform the duties required to be performed under this Request for Qualifications.
6. That the company understands that should an amendment to this RFQ be issued, it will be posted on the MDRS website (www.mdrs.ms.gov) in a manner that all proposers will be able to view. Proposers shall acknowledge receipt of any amendment to the solicitation by signing and returning the amendment with the proposal, by identifying the amendment number and date in the space provided for this purpose on this form. The acknowledgment must be received by MDRS by the time and at the place specified for receipt of proposal. It is the company's sole responsibility to monitor the website for amendments to the RFQ.

Company Name: _____

Signature and Date: _____

Name and Title: _____

ATTACHMENT C

Certifications and Assurances

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

1. Representation Regarding Contingent Fees.

Contractor represents that it [**HAS or HAS NOT**] retained a person to solicit or secure a state contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in Contractor's proposal.

2. Representation Regarding Gratuities.

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

3. Certification of Independent Price Determination.

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

4. Prospective Contractor's Representation Regarding Contingent Fees.

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

Company Name: _____

Signature and Date: _____

Name and Title: _____

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

ATTACHMENT D

Company Questionnaire

If additional space is needed, please 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 as well as a list of all principals, parent organizations, and subsidiaries. Additionally, please provide copies of all applicable permits, professional certifications and/or licenses from the applicable certifying authority, and a list of all principals. A principal of an offeror is defined as a person or entity who has a 5% or greater ownership interest in the offeror and all individuals in senior-level management positions, regardless of whether those individuals have an ownership interest in the offeror ☐

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 Request for Qualifications

1. Applicable Law. The contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws, provisions, and any litigation with respect thereto shall be brought in the courts of the State. Contractor shall comply with applicable federal, state, and local laws and regulations.
2. Availability of Funds. It is expressly understood and agreed that the obligation of MDRS to proceed under this agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt the appropriated funds. If the funds anticipated for the continuing time fulfillment of the agreement are, at any time, not forthcoming or insufficient, regardless of the source of funding, MDRS shall have the right upon 10 business days written notice to Contractor, to terminate this agreement without damage, penalty, cost or expense to MDRS of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.
3. Compliance with Equal Opportunity in Employment Policy. Contractor understands that the MDRS is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful, and Contractor agrees during the term of the agreement that Contractor will strictly adhere to this policy in its employment practices and provision of services.
4. Compliance with Laws. Contractor shall comply with, and all activities under this agreement shall be subject to, all applicable federal, state, and local laws and regulations, as now existing and as may be amended or modified.
5. Contract Rights. Contract rights do not vest in any party until a contract is legally executed. The MDRS is under no obligation to award a contract following issuance of this solicitation.
6. E-Payment. Contractor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The Agency agrees to make payment in accordance with Mississippi "Timely Payments for Purchases by Public Bodies" laws, which generally provide for payment of undisputed amounts by the Agency within 45 calendar days of receipt of invoice. Mississippi Code Annotated § 31-7-301, et seq.
7. E-Verification. If applicable, Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act and will register and participate in the status verification system for all newly hired employees. Mississippi Code Annotated §§ 71-11-1 and 71-11-3. Contractor agrees to provide a copy of each verification upon request of MDRS subject to

approval by any agencies of the United States Government. Contractor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws. The breach of this clause may subject Contractor to the following: (1) termination of this contract and exclusion pursuant to Chapter 15 of the Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations; (2) the loss of any license, permit, certification or other document granted to Contractor by an agency, department, or governmental entity for the right to do business in Mississippi; or (3) both. In the event of such termination, Contractor would also be liable for any additional costs incurred by the Agency due to Contract cancellation or loss of license or permit to do business in the state.

8. Expenses Incurred in the Procurement Process. All parties participating in the procurement process with regard to this solicitation shall bear their own costs of participation, pursuant to Section 1.4.4 of the Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations.
9. Minor Informalities and Irregularities. MDRS has the right to waive minor defects or variations of a qualification from the exact requirements of the specifications that do not affect the price, quality, quantity, delivery, or performance of the services being procured and if doing so does not create an unfair advantage for any offeror. If insufficient information is submitted by a offeror, for MDRS to properly evaluate the offer, MDRS has the right to require such additional information as it may deem necessary after the submission deadline, provided that the information requested does not change the price, quality, quantity, delivery, or performance time of the services being procured and such a request does not create an unfair advantage for any offeror. (Information requested may include, for example, a copy of business or professional licenses, or a work schedule.)
10. Paymode. Payments by MDRS using the state's accounting system shall be made and remittance information provided electronically as directed by the state and deposited into the bank account of Contractor's choice. MDRS may, at its sole discretion, require Contractor to electronically submit invoices and supporting documentation at any time during the term of this Agreement. Contractor understands and agrees that the Agency is exempt from the payment of Mississippi taxes. All payments shall be in United States currency.
11. Procurement Regulations. This solicitation shall be governed by the applicable provisions of the Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations, a copy of which is available on the Mississippi Department of Finance and Administration's website (www.dfa.ms.gov). Any offeror responding to a solicitation for personal and professional services and any contractor doing business with a state Agency is deemed to be on notice of all requirements therein.
12. Property Rights. Property rights do not inure to any Offeror until such time as services have been provided under a legally executed contract. No party responding to this RFQ has a legitimate claim of entitlement to be awarded a contract or to the provision of work thereunder. MDRS is under no obligation to award a contract and may terminate a legally executed contract at any time.

13. Representation Regarding Gratuities. Offeror represents that it has not, is not, and will not offer, give, or agree to give any employee or former employee of MDRS, a gratuity or offer of employment in connection with any approval, disapproval, recommendation, development, or any other action or decision related to the solicitation and resulting contract. Offeror further represents that no employee or former employee of MDRS has or is soliciting, demanding, accepting, or agreeing to accept a gratuity or offer of employment for the reasons previously stated; any such action by an employee or former employee in the future, if any, will be rejected by offeror. Offeror further represents that it is in compliance with the Mississippi Ethics in Government laws, codified at Mississippi Code Annotated §§ 25-4-101 through 25-4-121, and has not solicited any employee or former employee to act in violation of said law.
14. Required Public Records and Transparency. Upon execution of a contract, the provisions of the contract which contain the personal or professional services provided, the unit prices, the overall price to be paid, and the term of the contract shall not be deemed to be a trade secret or confidential commercial or financial information pursuant to Mississippi Code Annotated § 25- 61-9(7). The contract shall be posted publicly on www.transparency.ms.gov and shall be available for at the Agency for examination, inspection, or reproduction by the public. The offeror acknowledges and agrees that MDRS and this contract are subject to the Mississippi Public Records Act of 1983 codified at Mississippi Code Annotated §§ 25-61-1, et seq. and its exceptions, Mississippi Code Annotated § 79-23-1, and the Mississippi Accountability and Transparency Act of 2008, codified at Mississippi Code Annotated §§ 27-104-151, et seq.
15. Stop Work Order. MDRS may, by written order to Contractor at any time, require Contractor to stop all or any part of the work called for by this contract. This order shall be for a period of time specified by MDRS. Upon receipt of such an order, Contractor shall forthwith comply with its terms and take all reasonable steps to minimize any further cost to MDRS. Upon expiration of the stop work order, Contractor shall resume providing the services which were subject to the stop work order, unless MDRS has terminated that part of the agreement or terminated the agreement in its entirety. MDRS is not liable for payment for services which were not rendered due to the stop work order.
16. Termination.

Termination for Convenience. MDRS may, when the interests of the Agency so require, terminate this contract in whole or in part, for the convenience of the Agency. MDRS shall give written notice of the termination to Contractor specifying the part of the contract terminated and when termination becomes effective. Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination Contractor will stop work to the extent specified. Contractor shall complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

Termination for Default. If MDRS gives the Contractor a notice that the personal or professional services are being provided in a manner that is deficient, the Contractor shall have 30 days to cure the

deficiency. If the Contractor fails to cure the deficiency, MDRS may terminate the contract for default and the Contractor will be liable for the additional cost to MDRS to procure the personal and professional services from another source. Termination under this paragraph could result in Contractor being excluded from future contract awards pursuant to Chapter 15 of the Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations. Any termination wrongly labelled termination for default shall be deemed a termination for convenience.

17. 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.
18. Approval Clause. It is understood that if this contract requires approval by the Public Procurement Review Board (“PPRB”) and/or the Department of Finance and Administration Office of Personal Service Contract Review (“OPSCR”), and this contract is not approved by PPRB and/or OPSCR, it is void and no payment shall be made hereunder
19. Acknowledgment of Amendments. Offerors shall acknowledge receipt of any amendment to the RFQ in writing. The acknowledgement shall be submitted by signing and returning the amendment with the bid, by identifying the amendment number and date in the space provided for this purpose on the bid form, or by letter. Each offeror shall submit a written acknowledgement of every amendment to the Agency on or before the submission deadline.
20. Certification of Independent Price Determination. By submitting a qualification, the offeror certifies that the prices submitted in response to the solicitation have been arrived at independently and without any consultation, communication, or agreement with any other offeror or competitor for the purpose of restricting competition.
21. Offeror’s Representation Regarding Contingent Fees. By [responding to the solicitation, the offeror represents that it has not retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract. If the offeror cannot make such a representation, a full and complete explanation shall be submitted in writing [with the offeror’s response, to the Agency prior to contract execution].

ATTACHMENT F

Areas of Coverage

List of Counties where Pre-ETS can be performed:

Company Name: _____

Signature and Date: _____

Name and Title: _____

ATTACHMENT G

Additional Data

Company Name: _____

Signature and Date: _____

Name and Title: _____

ATTACHMENT H

Redaction Notice

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

_____ Along with a complete copy of its qualification, offeror has submitted a second copy of the qualification in which all information offeror deems to be confidential commercial and financial information and/or trade secrets is redacted in black. Offeror acknowledges that it may be subject to exclusion pursuant to Chapter 15 of the PPRB OPSCR Rules and Regulations if the MDRS or the Public Procurement Review Board determine redactions were made in bad faith in order to prohibit public access to portions of the qualification which are not subject to Mississippi Code Annotated §§ 25-61-9, 75-26-1 through 75-26-19, and/or 79-23-1. Offeror acknowledges and agrees that MDRS may release the redacted copy of the qualification at any time as a public record without further notice to offeror. An offeror who selects this option but fails to submit a redacted copy of its qualification may be deemed non-responsive.

_____ Offeror hereby certifies that the complete unredacted copy of its qualification may be released as a public record by MDRS at any time without notice to offeror. The qualification contains no information offeror deems to be confidential commercial and financial information and/or trade secrets in accordance with Mississippi Code Annotated §§ 25-61-9, 75-26-1 through 75-26-19, and/or 79-23-1. Bidder explicitly waives any right to receive notice of a request to inspect, examine, copy, or reproduce its bid as provided in Mississippi Code Annotated § 25-61-9(1)(a). An offeror who selects this option but submits a redacted copy of its qualification may be deemed non-responsive.

Company Name: _____

Signature and Date: _____

Name and Title: _____

**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 3120003211, issued by MDRS and incorporated herein by reference. Contractor is one of the vendors selected through the above referenced RFQ.
3. General Terms and Conditions. This contract is hereby made subject to the terms and conditions included in Exhibit “A”, attached hereto and incorporated herein, captioned “General Terms and Conditions.”
4. Scope of Services. Contractor will perform and complete in a timely and satisfactory manner the services described in Exhibit “B”, attached hereto and incorporated herein, captioned “Scope of Services.”
5. Consideration. As consideration for the performance of the services referenced in Exhibit “B”, MDRS agrees to compensate Contractor as provided in Exhibit “B”, attached hereto and incorporated herein, captioned “Compensation.”
6. Period of Performance. This contract will become effective for the period beginning September 12, 2025 and ending on September 11, 2026, upon the approval and signature of the parties hereto. MDRS has the option to renew the contract for four (4) successive one-year period(s).
7. Notices. All notices required or permitted to be given under this agreement must be in writing and personally delivered or sent by certified United States mail, postage prepaid, return receipt requested, to the party to whom the notice should be given at the address set forth Exhibit “C”, attached hereto and incorporated herein, captioned “Notifications.”

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

DATE

By:

Samandra Murphy, Chief of Staff
Mississippi Department of Rehabilitation Services

DATE

By: _____

Contract #26-331-6000-XXX

EXHIBIT A

GENERAL TERMS AND CONDITIONS

1. Anti-assignment/subcontracting. Contractor acknowledges that it was selected by the State to perform the services required hereunder based, in part, upon Contractor's special skills and expertise. Contractor shall not assign, subcontract, or otherwise transfer this agreement, in whole or in part, without the prior written consent of the State, which the State may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer of its obligations without such consent shall be null and void. No such approval by the State of any subcontract shall be deemed in any way to provide for the incurrence of any obligation of the State in addition to the total fixed price agreed upon in this agreement. Subcontracts shall be subject to the terms and conditions of this agreement and to any conditions of approval that the State may deem necessary. Subject to the foregoing, this agreement shall be binding upon the respective successors and assigns of the parties.
2. Applicable Law. The contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the courts of Mississippi.
3. Attorneys' Fees and Expenses. Subject to other terms and conditions of this agreement, in the event Contractor defaults in any obligations under this agreement, Contractor shall pay to the State all costs and expenses (including, without limitation, investigative fees, court costs, and attorney's fees) incurred by the State in enforcing this agreement or otherwise reasonably related thereto. Contractor agrees that under no circumstances shall the customer be obligated to pay any attorney's fees or costs of legal action to Contractor.
4. Availability of Funds. It is expressly understood and agreed that the obligation of MDRS to proceed under this agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of the appropriated funds. If the funds anticipated for the continuing time fulfillment of the agreement are, at any time, not forthcoming or insufficient, regardless of the source of funding, MDRS shall have the right upon 10 business days written notice to Contractor, to terminate this agreement without damage, penalty, cost or expense to the MDRS of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.
5. Compliance with Equal Opportunity in Employment Policy. Contractor understands that the MDRS is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful, and Contractor agrees during the term of the agreement that Contractor will strictly adhere to this policy in its employment practices and provision of services.
6. Compliance with Laws. Contractor shall comply with, and all activities under this agreement shall be subject to, all applicable federal, state, and local laws and regulations, as now existing and as may be amended or modified.
7. Conflict of Interest. Contractor represents, to the best of his or her knowledge and belief, that this contract does not present the Contractor with a conflict of interest with respect to any past, current, or potential contract or employment such that the Contractor would be unable to perform impartially and without bias. Contractor must also refrain from using confidential or protected personally identifiable information for any other purpose other than to perform the duties required by this contract.

8. Disputes. Any dispute concerning a question of fact arising under this Contract shall be disposed of by good faith negotiation between duly authorized representative of MDRS and the Contractor. Disputes that cannot be resolved in this manner shall be determined by a court of competent jurisdiction in Hinds County, Mississippi. Pending final decision of a dispute, the Contractor shall proceed diligently with the performance of its obligation in this agreement.
9. E-Payment. Contractor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The Agency agrees to make payment in accordance with Mississippi "Timely Payments for Purchases by Public Bodies" laws, which generally provide for payment of undisputed amounts by the Agency within 45 calendar days of receipt of invoice. Mississippi Code Annotated § 31-7-301, et seq
10. E-Verification. If applicable, Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act and will register and participate in the status verification system for all newly hired employees. Mississippi Code Annotated §§ 71-11-1 and 71-11-3. Contractor agrees to provide a copy of each verification upon request of the MDRS subject to approval by any agencies of the United States Government. Contractor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws.

The breach of this clause may subject Contractor to the following: (1) termination of this contract and exclusion pursuant to Chapter 15 of the Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations; (2) the loss of any license, permit, certification or other document granted to Contractor by an agency, department, or governmental entity for the right to do business in Mississippi; or (3) both. In the event of such termination, Contractor would also be liable for any additional costs incurred by the Agency due to Contract cancellation or loss of license or permit to do business in the state.

11. Entire Agreement. This Contract, RFQ 3120003211, it's amendments, and the Contractor's submitted Statement of Qualifications constitute the entire agreement of the parties with respect to the subject matter contained herein and supersedes and replaces any and all prior negotiations, understandings and agreements, written or oral, between the parties relating thereto.
12. Failure to Deliver. In the event of failure of Contractor to deliver services in accordance with the contract terms and conditions, MDRS, after due oral or written notice, may procure the services from other sources and hold Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that MDRS may have.
13. Failure to Enforce. Failure by MDRS at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of MDRS to enforce any provision at any time in accordance with its terms.
14. Force Majeure. Each party shall be excused from performance for any period and to the extent that it is prevented from performing any obligation or service, in whole or in part, as a result of causes beyond the reasonable control and without the fault or negligence of such party and/or its subcontractors. Such acts shall include without limitation acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, earthquakes, floods, or other natural disasters ("force majeure events"). When such a cause arises, Contractor shall notify the State immediately in writing of the cause of its inability to perform, how it affects its performance, and the anticipated duration of the inability to perform. Delays in delivery or in meeting completion dates due to force majeure events shall automatically extend such dates for a period equal to the

duration of the delay caused by such events, unless the State determines it to be in its best interest to terminate the agreement.

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

agreement.

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

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

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

23. Paymode. Payments by MDRS using the state's accounting system shall be made and remittance information provided electronically as directed by the state and deposited into the bank account of Contractor's choice. The MDRS may, at its sole discretion, require Contractor to electronically submit invoices and supporting documentation at any time during the term of this Agreement. Contractor understands and agrees that the Agency is exempt from the payment of Mississippi taxes. All payments shall be in United States currency.
24. Personally Identifiable Information. Contractor will not disclose or release any Personally Identifiable Information (PII) to which the Contractor has access except as required to do so to authorized employees and officials within the scope of the Contractor's duties under this contract. Furthermore, Contractor acknowledges that any unauthorized disclosure of the information provided under this contract may violate the terms of Section 1106 of the Social Security Act and the Privacy Act, 5 U.S.C. 552a and subject the Contractor to penalties.
25. Procurement Regulations. This contract shall be governed by the applicable provisions of the Public

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

26. Property Rights. Property rights do not inure to Contractor until such time as services have been provided under a legally executed contract. Contractor has no legitimate claim of entitlement to the provision of work hereunder and acknowledges that the MDRS may terminate this contract at any time for its own convenience.
27. Record Retention and Access to Records. Provided Contractor is given reasonable advance written notice and such inspection is made during normal business hours of Contractor, the State or any duly authorized representatives shall have unimpeded, prompt access to any of Contractor's books, documents, papers, and/or records which are maintained or produced as a result of the project for the purpose of making audits, examinations, excerpts, and transcriptions. All records related to this agreement shall be retained by Contractor for three (3) years after final payment is made under this agreement and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this project is commenced before the end of the three (3) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the three (3) year period, whichever is later.
28. Recovery of Money. Whenever, under the contract, any sum of money shall be recoverable from or payable by Contractor to MDRS, the same amount may be deducted from any sum due to Contractor under the contract or under any other contract between Contractor and MDRS. The rights of MDRS are in addition and without prejudice to any other right MDRS may have to claim the amount of any loss or damage suffered by MDRS on account of the acts or omissions of Contractor.
29. Representation Regarding Contingent Fees. Contractor represents that it has not retained a person to solicit or secure a state contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in Contractor's bid or proposal.
30. Representation Regarding Gratuities. Contractor represents that it has not, is not, and will not offer, give, or agree to give any employee or former employee of MDRS a gratuity or offer of employment in connection with any approval, disapproval, recommendation, development, or any other action or decision related to the solicitation and resulting contract. Contractor further represents that no employee or former employee of MDRS has or is soliciting, demanding, accepting, or agreeing to accept a gratuity or offer of employment for the reasons previously stated; any such action by an employee or former employee in the future, if any, will be rejected by contractor. Contractor further represents that it is in compliance with the Mississippi Ethics in Government laws, codified at Mississippi Code Annotated §§ 25-4-101 through 25-4-121, and has not solicited any employee or former employee to act in violation of said law.
31. Requirements Contract. During the period of the contract, Contractor shall provide all the service described in the contract. Contractor understands and agrees that this is a requirements contract and that the Mississippi Department of Rehabilitation Services shall have no obligation to Contractor if no services are required. Any quantities that are included in the scope of work reflect the current expectations of the Mississippi Department of Rehabilitation Services for the period of the contract. The amount is only an estimate and Contractor understands and agrees that MDRS is under no obligation to Contractor to buy any amount of the services as a result of having provided this estimate or of having any typical or measurable requirement in the past. Contractor further understands and agrees that MDRS may require services in an amount less than or in excess of the

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

32. Right to Audit. Contractor shall maintain such financial records and other records as may be prescribed by MDRS or by applicable federal and state laws, rules, and regulations. Contractor shall retain these records for a period of three years after final payment, or until they are audited by MDRS, whichever event occurs first. These records shall be made available during the term of the contract and the subsequent three-year period for examination, transcription, and audit by the Mississippi State Auditor's Office, its designees, or other authorized bodies.
33. Severability. If any part of this agreement is declared to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of the agreement that can be given effect without the invalid or unenforceable provision, and to this end the provisions hereof are severable. In such event, the parties shall amend the agreement as necessary to reflect the original intent of the parties and to bring any invalid or unenforceable provisions in compliance with applicable law.
34. Stop Work Order. The MDRS may, by written order to Contractor at any time, require Contractor to stop all or any part of the work called for by this contract. This order shall be for a period of time specified by the MDRS. Upon receipt of such an order, Contractor shall forthwith comply with its terms and take all reasonable steps to minimize any further cost to the MDRS. Upon expiration of the stop work order, Contractor shall resume providing the services which were subject to the stop work order, unless the MDRS has terminated that part of the agreement or terminated the agreement in its entirety. The MDRS is not liable for payment for services which were not rendered due to the stop work order.
35. Termination.

Termination for Convenience. The MDRS may, when the interests of the Agency so require, terminate this contract in whole or in part, for the convenience of the Agency. The MDRS shall give written notice of the termination to Contractor specifying the part of the contract terminated and when termination becomes effective. Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination Contractor will stop work to the extent specified. Contractor shall complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

Termination for Default. If the MDRS gives the Contractor a notice that the personal or professional services are being provided in a manner that is deficient, the Contractor shall have 30 days to cure the deficiency. If the Contractor fails to cure the deficiency, the MDRS may terminate the contract for default and the Contractor will be liable for the additional cost to the MDRS to procure the personal and professional services from another source. Termination under this paragraph could result in Contractor being excluded from future contract awards pursuant to Chapter 15 of the Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations. Any termination wrongly labelled termination for default shall be deemed a termination for convenience.

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

reproduction.

37. Required Public Records and Transparency. Upon execution of a contract, the provisions of the contract which contain the personal or professional services provided, the unit prices, the overall price to be paid, and the term of the contract shall not be deemed to be a trade secret or confidential commercial or financial information pursuant to Mississippi Code Annotated § 25- 61-9(7). The contract shall be posted publicly on www.transparency.ms.gov and shall be available for at the Agency for examination, inspection, or reproduction by the public. The contractor acknowledges and agrees that the MDRS and this contract are subject to the Mississippi Public Records Act of 1983 codified at Mississippi Code Annotated §§ 25-61-1, et seq. and its exceptions, Mississippi Code Annotated § 79-23-1, and the Mississippi Accountability and Transparency Act of 2008, codified at Mississippi Code Annotated §§ 27-104-151, et seq.
38. Waiver. No delay or omission by either party to this agreement in exercising any right, power, or remedy hereunder or otherwise afforded by contract, at law, or in equity shall constitute an acquiescence therein, impair any other right, power or remedy hereunder or otherwise afforded by any means, or operate as a waiver of such right, power, or remedy. No waiver by either party to this agreement shall be valid unless set forth in writing by the party making said waiver. No waiver of or modification to any term or condition of this agreement will void, waive, or change any other term or condition. No waiver by one party to this agreement of a default by the other party will imply, be construed as or require waiver of future or other defaults.
39. Approval Clause. It is understood that if this contract requires approval by the Public Procurement Review Board (“PPRB”) and/or the Department of Finance and Administration Office of Personal Service Contract Review (“OPSCR”), and this contract is not approved by PPRB and/or OPSCR, it is void and no payment shall be made hereunder.

EXHIBIT “B”

SERVICES AND COMPENSATION

SCOPE OF SERVICES

In fulfillment of the purposes of this Agreement, the Contractor shall provide MDRS with the professional services needed to create and host comprehensive training events for MDRS clients. Services shall be provided in accordance with the terms set forth in the Request for Qualifications RFQ 3120003211 issued by MDRS, and are further described in Exhibit “D”, captioned “Statement of Qualifications”, attached hereto and made a part hereof by reference.

COMPENSATION

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

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

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

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

EXHIBIT “C”

NOTIFICATIONS

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

For MDRS: Billy Taylor, Executive Director
Mississippi Department of Rehabilitation Services
Post Office Box 1698
Jackson, Mississippi 39215-1698

[with Copy to Contract Coordinator]

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

EXHIBIT D

Statement of Qualifications

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