

**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 360 Degree Academy, Inc. (hereinafter “Contractor”).
2. Purpose. The purpose of this contract is for MDRS to engage Contractor to provide certain professional services as set forth in RFQ 3180002020, 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 August 4, 2023 and ending on August 3, 2024, 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: _____
Billy Taylor, Chief of Staff
Mississippi Department of Rehabilitation Services

DATE

By: _____
Charity Warigon
360 Degree Academy, Inc.

EXHIBIT A

GENERAL TERMS AND CONDITIONS

1. Anti-assignment/subcontracting. Contractor acknowledges that it was selected by the State to perform the services required hereunder based, in part, upon Contractor's special skills and expertise. Contractor shall not assign, subcontract, or otherwise transfer this agreement, in whole or in part, without the prior written consent of the State, which the State may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer of its obligations without such consent shall be null and void. No such approval by the State of any subcontract shall be deemed in any way to provide for the incurrence of any obligation of the State in addition to the total fixed price agreed upon in this agreement. Subcontracts shall be subject to the terms and conditions of this agreement and to any conditions of approval that the State may deem necessary. Subject to the foregoing, this agreement shall be binding upon the respective successors and assigns of the parties.
2. Applicable Law. The contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws, provisions, and any litigation with respect thereto shall be brought in the courts of the State. Contractor shall comply with applicable federal, state, and local laws and regulations.
3. Attorneys' Fees and Expenses. Subject to other terms and conditions of this agreement, in the event Contractor defaults in any obligations under this agreement, Contractor shall pay to the State all costs and expenses (including, without limitation, investigative fees, court costs, and attorney's fees) incurred by the State in enforcing this agreement or otherwise reasonably related thereto. Contractor agrees that under no circumstances shall the customer be obligated to pay any attorney's fees or costs of legal action to Contractor.
4. Availability of Funds. It is expressly understood and agreed that the obligation of MDRS to proceed under this agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to MDRS, MDRS shall have the right upon ten (10) working days written notice to Contractor, to terminate this agreement without damage, penalty, cost or expenses to MDRS of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.
5. Compliance with Laws. Contractor understands that the Mississippi Department of Rehabilitation Services is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and Contractor agrees during the term of the agreement that Contractor will strictly adhere to this policy in its employment

practices and provision of services. Contractor shall comply with, and all activities under this agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

6. **Conflict of Interest.** The contractor, subcontractor, employee, or consultant, has certified that, to the best of its knowledge and belief, there are no relevant facts or circumstances that could give rise to an organizational or personal conflict of interest for the organization or any of its staff, and that the contractor, subcontractor, employee, or consultant has disclosed all such relevant information if such a conflict of interest appears to exist to a reasonable person with knowledge of the relevant facts (or if such a person would question the impartiality of the contractor, subcontractor, employee, or consultant). Conflicts may arise in the following situations:
- a. ***Unequal access to information*** - A potential contractor, subcontractor, employee, or consultant has access to non-public information through its performance on a government contract.
 - b. ***Biased ground rules*** - A potential contractor, subcontractor, employee, or consultant has worked, in one government contract, or program, on the basic structure or ground rules of another government contract.
 - c. ***Impaired objectivity*** - A potential contractor, subcontractor, employee, or consultant, or member of their immediate family (spouse, parent, or child) has financial or other interests that would impair, or give the appearance of impairing, impartial judgment in the evaluation of government programs, in offering advice or recommendations to the government, or in providing technical assistance or other services to recipients of Federal funds as part of its contractual responsibility. “Impaired objectivity” includes but is not limited to the following situations that would cause a reasonable person with knowledge of the relevant facts to question a person's objectivity:
 - i. Financial interests or reasonably foreseeable financial interests in or in connection with products, property, or services that may be purchased by an educational agency, a person, organization, or institution in the course of implementing any program administered by the Department;
 - ii. Significant connections to teaching methodologies that might require or encourage the use of specific products, property, or services; or
 - iii. Significant identification with pedagogical or philosophical viewpoints that might require or encourage the use of a specific curriculum, specific products, property, or services.

Offerors must provide the disclosure described above on any actual or potential conflict (or apparent conflict of interest) of interest regardless of their opinion that such a conflict or potential conflict (or apparent conflict of interest) would not impair their objectivity.

In a case in which an actual or potential conflict (or apparent conflict of interest) is disclosed, the Department will take appropriate actions to eliminate or address the actual or potential conflict (or apparent conflict of interest), including but not limited to mitigating or neutralizing the conflict, when appropriate, through such means as ensuring a balance of views, disclosure with the appropriate disclaimers, or by restricting or modifying the work to be performed to avoid or reduce the conflict. In this clause, the term “potential conflict” means reasonably foreseeable conflict of interest.

The contractor, subcontractor, employee, or consultant agrees that if “impaired objectivity”, or an actual or potential conflict of interest (or apparent conflict of interest) is discovered after the award is made, it will make a full disclosure in writing to the contracting officer. This disclosure shall include a description of actions that the contractor has taken or proposes to take, after consultation with the contracting officer, to avoid, mitigate, or neutralize the actual or potential conflict (or apparent conflict of interest).

The Government may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid the appearance of a conflict of interest. If the contractor was aware of a potential conflict of interest prior to award or discovered an actual or potential conflict (or apparent conflict of interest) after award and did not disclose or misrepresented relevant information to the contracting officer, the Government may terminate the contract for default, or pursue such other remedies as may be permitted by law or this contract. These remedies include imprisonment for up to five years for violation of [18 U.S.C. 1001](#) and fines of up to \$5,000 for violation of [31 U.S.C. 3802](#). Further remedies include suspension or debarment from contracting with the Federal government. The contractor may also be required to reimburse the Department for costs the Department incurs arising from activities related to conflicts of interest. An example of such costs would be those incurred in processing [Freedom of Information Act](#) requests related to a conflict of interest.

In cases where remedies short of termination have been applied, the contractor, subcontractor, employee, or consultant agrees to eliminate the organizational conflict of interest, or mitigate it to the satisfaction of the contracting officer.

The contractor further agrees to insert in any subcontract or consultant agreement hereunder, provisions that conform substantially to the language of this clause, including specific mention of potential remedies and this paragraph.

7. Disputes. Any dispute concerning a question of fact arising under this Contract shall be disposed of by good faith negotiation between duly authorized representative of MDRS and the Contractor. Disputes that cannot be resolved in this manner shall be determined by a court of competent jurisdiction in Hinds County, Mississippi. Pending final decision of a dispute, the Contractor shall proceed diligently with the performance of its obligation in this agreement.
8. E-Payment. Contractor agrees to accept all payments in United States currency via the State of Mississippi’s electronic payment and remittance vehicle. The agency agrees to make payment in accordance with Mississippi law on “Timely Payments for Purchases by Public Bodies,” which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of invoice. Mississippi Code Annotated § 31-7-301 et seq.
9. E-Verification. If applicable, Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008, and will register and participate in the status verification system for all newly hired employees. Mississippi Code Annotated §§ 71-11-1 *et seq.* The term “employee” as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, “status verification system” means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor agrees to maintain

records of such compliance. Upon request of the State and after approval of the Social Security Administration or Department of Homeland Security when required, Contractor agrees to provide a copy of each such verification. Contractor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws. The breach of this agreement may subject Contractor to the following:

- a. termination of this contract for services and ineligibility for any state or public contract in Mississippi for up to three (3) years with notice of such cancellation/termination being made public;
- b. the loss of any license, permit, certification or other document granted to Contractor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year; or,
- c. both.

In the event of such cancellation/termination, Contractor would also be liable for any additional costs incurred by the State due to Contract cancellation or loss of license or permit to do business in the State.

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

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

19. Non-solicitation of Employees. Each party to this agreement agrees not to employ or to solicit for employment, directly or indirectly, any persons in the full-time or part-time employment of the other party until at least six (6) months after this agreement terminates unless mutually agreed to in writing by the State and Contractor.
20. Ownership of Documents and Work Papers. MDRS shall own all documents, files, reports, work papers and working documentation, electronic or otherwise, created in connection with the project which is the subject of this agreement, except for Contractor's internal administrative and quality assurance files and internal project correspondence. Contractor shall deliver such documents and work papers to MDRS upon termination or completion of the agreement. The foregoing notwithstanding, Contractor shall be entitled to retain a set of such work papers for its files. Contractor shall be entitled to use such work papers only after receiving written permission from MDRS and subject to any copyright protections.

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

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

21. Paymode. Payments by state agencies using the State's accounting system shall be made and remittance information provided electronically as directed by the State. These payments shall be deposited into the bank account of Contractor's choice. The State may, at its sole discretion, require Contractor to electronically submit invoices and supporting documentation at any time during the term of this Agreement. Contractor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.
22. Personally Identifiable Information. Contractor will not disclose or release any Personally Identifiable Information (PII) to which the Contractor has access except as required to do so to authorized employees and officials within the scope of the Contractor's duties under this contract. Furthermore, Contractor acknowledges that any unauthorized disclosure of the information provided under this contract may violate the terms of Section 1106 of the Social Security Act and the Privacy Act, 5 U.S.C. 552a and subject the Contractor to penalties.
23. Procurement Regulations. The contract shall be governed by the applicable provisions of the Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations, a copy of which is available at 501 North West Street, Suite 701E, Jackson, Mississippi 39201 for inspection, or downloadable at <http://www.DFA.ms.gov>.
24. Record Retention and Access to Records. Provided Contractor is given reasonable advance written notice and such inspection is made during normal business hours of Contractor, the State or any duly authorized representatives shall have unimpeded, prompt access to any of Contractor's books, documents, papers, and/or

records which are maintained or produced as a result of the project for the purpose of making audits, examinations, excerpts, and transcriptions. All records related to this agreement shall be retained by Contractor for three (3) years after final payment is made under this agreement and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this project is commenced before the end of the three (3) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the three (3) year period, whichever is later.

25. Recovery of Money. Whenever, under the contract, any sum of money shall be recoverable from or payable by Contractor to MDRS, the same amount may be deducted from any sum due to Contractor under the contract or under any other contract between Contractor and MDRS. The rights of MDRS are in addition and without prejudice to any other right MDRS may have to claim the amount of any loss or damage suffered by MDRS on account of the acts or omissions of Contractor.
26. Representation Regarding Contingent Fees. Contractor represents that it has not retained a person to solicit or secure a state contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in Contractor's bid or statement of qualifications.
27. Representation Regarding Gratuities. The bidder, offeror, or Contractor represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 6-204 (Gratuities) of the Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations.
28. Requirements Contract. During the period of the contract, Contractor shall provide all the service described in the contract. Contractor understands and agrees that this is a requirements contract and that the Mississippi Department of Rehabilitation Services shall have no obligation to Contractor if no services are required. Any quantities that are included in the scope of work reflect the current expectations of the Mississippi Department of Rehabilitation Services for the period of the contract. The amount is only an estimate and Contractor understands and agrees that MDRS is under no obligation to Contractor to buy any amount of the services as a result of having provided this estimate or of having any typical or measurable requirement in the past. Contractor further understands and agrees that MDRS may require services in an amount less than or in excess of the estimated annual contract amount and that the quantity actually used, whether in excess of the estimate or less than the estimate, shall not give rise to any claim for compensation other than the total of the unit prices in the contract for the quantity actually used.
29. Right to Audit. Contractor shall maintain such financial records and other records as may be prescribed by MDRS or by applicable federal and state laws, rules, and regulations. Contractor shall retain these records for a period of three years after final payment, or until they are audited by MDRS, whichever event occurs first. These records shall be made available during the term of the contract and the subsequent three-year period for examination, transcription, and audit by the Mississippi State Auditor's Office, its designees, or other authorized bodies.
30. Severability. If any part of this agreement is declared to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of the agreement that can be given effect without the invalid

or unenforceable provision, and to this end the provisions hereof are severable. In such event, the parties shall amend the agreement as necessary to reflect the original intent of the parties and to bring any invalid or unenforceable provisions in compliance with applicable law.

31. Stop Work Order.

- 1) Order to Stop Work: The Chief Procurement Officer, may, by written order to Contractor at any time, and without notice to any surety, require Contractor to stop all or any part of the work called for by this contract. This order shall be for a specified period not exceeding 90 days after the order is delivered to Contractor, unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, Contractor shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the Chief Procurement Officer shall either:
 - a) cancel the stop work order; or,
 - b) terminate the work covered by such order as provided in the Termination for Default clause or the Termination for Convenience clause of this contract.
- 2) Cancellation or Expiration of the Order: If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, Contractor shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or Contractor price, or both, and the contract shall be modified in writing accordingly, if:
 - a) the stop work order results in an increase in the time required for, or in Contractor's cost properly allocable to, the performance of any part of this contract; and,
 - b) Contractor asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage; provided that, if the Chief Procurement Officer decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this contract.
- 3) Termination of Stopped Work: If a stop work order is not canceled and the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise.
- 4) Adjustments of Price: Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment clause of this contract.

32. Termination for Convenience.

- a. *Termination.* MDRS may, when the interests of the State so require, terminate this contract in whole or in part, for the convenience of the State. MDRS shall give written notice of the termination to Contractor specifying the part of the contract terminated and when termination becomes effective.
- b. *Contractor's Obligations.* Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination Contractor will stop work to the extent specified. Contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. MDRS may direct Contractor to assign Contractor's right, title, and interest under terminated orders or subcontracts to the State. Contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

33. Termination for Default.

- a. *Default.* If Contractor refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract or any extension thereof, or otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the Agency Head or designee may notify Contractor in writing of the delay or nonperformance and if not cured in ten (10) days or any longer time specified in writing by the Agency Head or designee, such officer may terminate Contractor's right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the Agency Head or designee may procure similar supplies or services in a manner and upon terms deemed appropriate by the Agency Head or designee. Contractor shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.
- b. *Contractor's Duties.* Notwithstanding termination of the contract and subject to any directions from the procurement officer, Contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of Contractor in which the State has an interest.
- c. *Compensation.* Payment for completed services delivered and accepted by the State shall be at the contract price. The State may withhold from amounts due Contractor such sums as the Agency Head or designee deems to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders and to reimburse the State for the excess costs incurred in procuring similar goods and services.
- d. *Excuse for Nonperformance or Delayed Performance.* Except with respect to defaults of subcontractors, Contractor shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by Contractor to make progress in the prosecution of the work hereunder which endangers such performance) if Contractor has notified the Agency Head or designee within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the State and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, Contractor shall not be deemed to be

in default, unless the services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit Contractor to meet the contract requirements. Upon request of Contractor, the Agency Head or designee shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, Contractor's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly, subject to the rights of the State under the clause entitled (in fixed-price contracts, "Termination for Convenience," in cost-reimbursement contracts, "Termination"). (As used in this Paragraph of this clause, the term "subcontractor" means subcontractor at any tier).

- e. *Erroneous Termination for Default.* If, after notice of termination of Contractor's right to proceed under the provisions of this clause, it is determined for any reason that the contract was not in default under the provisions of this clause, or that the delay was excusable under the provisions of Paragraph (4) (Excuse for Nonperformance or Delayed Performance) of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the State, be the same as if the notice of termination had been issued pursuant to such clause.
 - f. *Additional Rights and Remedies.* The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under this contract.
34. Termination upon Bankruptcy. This contract may be terminated in whole or in part by the Mississippi Department of Rehabilitation Services upon written notice to Contractor, if Contractor should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by Contractor of an assignment for the benefit of its creditors. In the event of such termination, Contractor shall be entitled to recover just and equitable compensation for satisfactory work performed under this contract, but in no case shall said compensation exceed the total contract price.
35. Trade Secrets, Commercial and Financial Information. It is expressly understood that Mississippi law requires that the provisions of this contract which contain the commodities purchased or the personal or professional services provided, the price to be paid, and the term of the contract shall not be deemed to be a trade secret or confidential commercial or financial information and shall be available for examination, copying, or reproduction.
36. Transparency. This contract, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," and its exceptions. See Mississippi Code Annotated §§ 25-61-1 et seq. and Mississippi Code Annotated § 79-23-1. In addition, this contract is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Mississippi Code Annotated §§ 27-104-151 et seq. Unless exempted from disclosure due to a court-issued protective order, a copy of this executed contract is required to be posted to the Department of Finance and Administration's independent agency contract website for public access at <http://www.transparency.mississippi.gov>. Information identified by Contractor as trade secrets, or other proprietary information, including confidential vendor information or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes, will be redacted.

37. Waiver. No delay or omission by either party to this agreement in exercising any right, power, or remedy hereunder or otherwise afforded by contract, at law, or in equity shall constitute an acquiescence therein, impair any other right, power or remedy hereunder or otherwise afforded by any means, or operate as a waiver of such right, power, or remedy. No waiver by either party to this agreement shall be valid unless set forth in writing by the party making said waiver. No waiver of or modification to any term or condition of this agreement will void, waive, or change any other term or condition. No waiver by one party to this agreement of a default by the other party will imply, be construed as or require waiver of future or other defaults.
38. Approval Clause. It is understood that if this contract requires approval by the Public Procurement Review Board and/or the Mississippi Department of Finance and Administration Office of Personal Service Contract Review and this contract is not approved by the PPRB and/or OPSCR, it is void and no payment shall be made hereunder.

EXHIBIT “B”

SERVICES AND COMPENSATION

SCOPE OF SERVICES

In fulfillment of the purposes of this Agreement, the Contractor shall provide individualized pre-employment transition services throughout the State of Mississippi for students with disabilities who are served by MDRS. Services shall be provided in accordance with the terms set forth in the Request for Qualifications [RFQ 3180002020] issued by MDRS, and are further described in Exhibit “D”, captioned “PRE-ETS Statement of Qualifications”, attached hereto and made a part hereof by reference.

COMPENSATION

In furtherance of the performance of the services referenced above, MDRS agrees to compensate the Contractor the amount of Five Hundred Thousand Dollars (\$500,000.00). Purchases under this Agreement shall be subject to any limitations contained in Exhibit D. Contractor agrees to ensure the funds subject to this Agreement are used in accordance with conditions, requirements and restrictions of federal, state and local laws, as well as any terms and conditions set forth in the Request for Qualifications. Rates will be in accordance with Section 2.1 of the RFQ and listed below.

<u>Pre-ETS Category</u>	<u>Rates for Individual Instruction*</u>	<u>Rates for Group Instruction*</u>
Job Exploration Counseling	\$75.00/hr	\$55.00/hr
Counseling on Opportunities for Enrollment in Comprehensive Transition or Postsecondary Education Programs at Institutions of Higher Learning	\$75.00/hr	\$55.00/hr
Workplace Readiness Training	\$75.00/hr	\$55.00/hr
Instruction in Self Advocacy	\$75.00/hr	\$55.00/hr
Work-Based Learning Experiences	\$85.00/hr	\$65.00/hr

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 Five Hundred Thousand Dollars (\$500,000.00).

EXHIBIT “C”

NOTIFICATIONS

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

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

[with Copy to Contract Coordinator]

For the Contractor: Charity Warigon
360 Degree Academy, Inc.
1006 Cook Drive SE
Washington DC 20032

EXHIBIT D

PRE-ETS Statement of Qualifications

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

REQUEST FOR QUALIFICATIONS

RFx Number: RFQ 3180002020

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

Issue Date: April 7, 2023

CLOSING LOCATION

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

REQUEST FOR QUALIFICATIONS COORDINATOR

Lee Shirley, Procurement Officer

Telephone: (601) 853-5217

Email: lshirley@mdrs.ms.gov

CLOSING DATE AND TIME

Qualifications must be received by May 19, 2023, 12:00 PM CST.

SECTION 1. REQUEST FOR QUALIFICATIONS OVERVIEW

1.1 Qualifications Acceptance Period

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

1.1.1 Timeline

- Request for Qualifications (RFQ) Issue Date: **April 7, 2023**
- Deadline for Vendor Questions to MDRS: **April 20, 2023, 5:00 PM CST**
- Anticipated Posting of Answers to Questions: **May 4, 2023, 5:00 PM CST**
- Statement of qualifications Submission Deadline: **May 19, 2023, 12:00 PM CST**
- Selection Completed: **Prior to June 19, 2023**

1.1.2 Rejection of Qualifications

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

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

1.2 Expenses Incurred in Statement of Qualifications

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

1.3 Proprietary Information

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

1.4 Registration with Mississippi Secretary of State

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

1.5 Debarment

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

1.6 Competitive Qualifications

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

1.7 Additional Information

Questions about the award agreement or technical portions of the procurement document must be submitted in writing to Lee Shirley, Procurement Officer, 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 Statement of Qualifications

All statements of qualifications shall be in writing.

1.11 Self-Identifying Information

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

SECTION 2. DESCRIPTION AND PURPOSE OF PROCUREMENT

2.1 Compensation for Services (Rates are all inclusive)

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

<u>Pre-ETS Category</u>	<u>Rates for Individual Instruction*</u>	<u>Rates for Group Instruction*</u>
Job Exploration Counseling	\$75.00/hr	\$55.00/hr
Counseling on Opportunities for Enrollment in Comprehensive Transition or Postsecondary Education Programs at Institutions of Higher Learning	\$75.00/hr	\$55.00/hr
Workplace Readiness Training	\$75.00/hr	\$55.00/hr
Instruction in Self Advocacy	\$75.00/hr	\$55.00/hr
Work-Based Learning Experiences	\$85.00/hr	\$65.00/hr

*" Rates for Individual Instruction" may only be used when students are receiving services in a one-on-one setting.

*" Rates for Group Instruction" may be used when six (6) or more students are receiving services in a group setting and without one-on-one individual instruction.

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 August 3, 2028, 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 August 4, 2023, through August 3, 2024. 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 (Pre-Employment Transition Services/Components)

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

1. *Job Exploration Counseling*: Assist students with exploring career opportunities that fit their interests, skills and abilities and must include, but is not limited to, the following:
 - a. Assistance accessing and completing self-assessments and interest inventories
 - b. Assisting groups of students in exploring the requirements, working conditions, wages, etc. of a career pathway
 - c. Assisting students in completing a labor market survey or completing one on behalf of the students
 - d. Increasing student awareness of nontraditional career opportunities
2. *Counseling on Opportunities for Enrollment in Comprehensive Transition or Post-Secondary Educational Programs at Institutions of Higher Education*: Assist students with exploring opportunities for enrolling in higher education and must include, but is not limited to, the following:
 - a. Provide information on career options, course offerings, type of academic and occupational training needed to succeed in the workplace, and postsecondary opportunities associated with career fields or pathways
 - b. Providing information about college application and admission process
 - c. Provide instruction on readiness for higher education
 - d. Provide information on access and applications for grants /scholarships and assistance completing applications, if needed [i.e., Free Application for Federal Student Aid (FAFSA)]
 - e. Assistance researching training facilities

- f. Providing resources that may be used to support student success in education and training (i.e., disability resource center) associated with career field or pathway.
3. *Workplace Readiness Training:* Develop independent living and work readiness skills in consideration of the unique needs of each student and must include, but is not limited to, the following:
- a. Job seeking skills
 - b. Resume writing
 - c. Job application assistance
 - d. Interview skill building
 - e. Understanding workplace expectations/relationships
 - f. Communication and interpersonal skills
 - g. Identifying transportation resources
 - h. Provide connections and support to peer counseling and resources, to assist with self-sufficiency such as: housing, personal finance, budgeting, etc.
 - i. Develop work-related skills such as meeting time and attendance requirements grooming requirements, interaction with co-workers and responding to a supervisor.
4. *Instruction in Self-Advocacy:* provides self-advocacy instruction based on the unique needs of the student(s) and must include, but is not limited to, the following:
- a. Self-Awareness
 - b. Understanding and identifying goals, objectives, strengths, and weaknesses
 - c. How to obtain help or know whom to ask for assistance
 - d. How to explain their disability to others in the context of seeking accommodations
 - e. Taking responsibility for actions and decisions
 - f. Communication
 - g. Body language
 - h. Self-expression
 - i. Assertiveness
 - j. Listening
 - k. Negotiation
 - l. Compromise
 - m. Use of assistive technology
 - n. Locating Resources
 - o. Transportation services
 - p. Understanding Supplemental Security Income (SSI) and other Financial assistance
 - q. Community resources
 - r. Knowledge of Rights
 - s. Understanding the Individualized Education Plan (IEP) and Personal as well as Educational rights regarding the Americans with Disabilities Act (ADA) and Individuals with Disabilities Education Act (IDEA).
5. *Work-Based Learning Experiences:* Work-based learning experiences may include opportunities that are after school or outside the traditional school setting. These experiences must be provided in an integrated setting to the maximum extent possible. They can include, but are not limited to, the following:

- a. Coordinating a school-based or community-based program of job training and informational interviews to research employers
- b. Work-site tours to learn about necessary job skills
- c. Job shadowing
- d. Mentoring opportunities in the community
- e. Paid or unpaid internships
- f. Apprenticeships
- g. Short-term employment
- h. On-the-job trainings
- i. Evaluating and monitoring the students' performance on the job.

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

Referrals: The VR Counselors will be the point of contact for the school district and the provider(s). The VR Counselor will work with the teacher and/or designated school staff to discuss VR Pre-Employment Transition Services and provide the VR Pre-ETS Referral letter and Student Pre-ETS Referral Form to student(s) who are referred to VR.

The student and the parent/or student's legal representative will review, sign, and return the Pre-ETS Referral form to his/her teacher or school staff that provided the student with the referral form and information.

The teacher and/or designated school staff will provide the VR Counselor with the signed documents. Once the VR Counselor has worked with the student and/or the student's legal representative to determine the required Pre-ETS and a provider for the services. The VR Counselor will then refer the student to the provider for the required Pre-ETS services.

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

Invoicing and Client/Participant Report: All services must be pre-authorized by MDRS according to the established fee schedule. Invoices must include authorization number/purchase order number, the client's/participant's name and the amount of time billed for his/her involvement in each Pre-ET activity, a description of the services provided, service start and end dates, and the appropriate service fee. Providers will not bill Students, parents, or the LEA for Pre-ET services. Invoices for Pre-ETS training (which includes: Job Exploration Counseling, Counseling on Opportunities for Enrollment in Comprehensive Transition or Postsecondary Educational Programs at Institutions of Higher Education, Workplace Readiness Training and Instruction in Self-Advocacy) must be submitted with the following mandatory documentation: Pre-ETS Provision form with a summary of the activity and Pre/Posttests. Detailed Invoices for each student authorization and the amount of time billed for his/her involvement in each Pre-ETS activity. Reports must be

submitted monthly until all the services are provided. **Services provided without prior authorization will not be paid by MDRS.** Payment may be delayed or denied if the invoice is not submitted correctly and/or the required reports are not submitted; providers will not receive payment for claims submitted after 90 days from the date of the service.

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

2.6 Participant Requirement

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

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

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

The addition of Pre-Employment Transition Services (Pre-ETS) is intended to add a component to the overall school and rehabilitation service continuum, not supplant any existing employment-related or other services which are potentially appropriate for a particular student (any service the school is already responsible for providing). Students who can benefit from existing school programs (career/technical and educational training programs, vocational education, etc.), with or without modifications, are not the target population. These students can be appropriately served in existing service options and therefore the primary issue is to ensure these services are available and provided to these students. Students who are eligible for and are clients of VR and require the more intensive services are the intended target student population.

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. PROCUREMENT EVALUATION AND AWARD

4.1 Written Statements of Qualifications Shall Contain the Following Minimum Information

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

4.2 Minimum Qualifications

Licensure and Credentials: Providers doing business in the state of Mississippi must have a registered business with the Mississippi Secretary of State's Office. The State of Mississippi will not utilize the services of any provider that does not have the applicable and current licensure, registration, or certification to do business and render services. Providers will not be added to the approved provider list without a fully executed Provider Agreement. All providers, whether independent contractors, subcontractors, or employees of an independent contractor, are required to:

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

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

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

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 statement of qualifications to immediate rejection. The term "Unmarked" as used herein shall mean the requested documents shall have no self-identifying information about the respondent. See 1.11 Self-Identifying Information and 5.1 Statement of Qualifications Requirements.

4.4 Nonconforming Terms and Conditions

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

4.5 Conditioning Statement of Qualifications Upon Other Awards

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

4.6 Evaluation Procedure

4.6.1 Step One:

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

(1) Responsive Respondent

Respondent must submit a statement of qualifications which conforms in all material respects to this Request for Qualifications, [RFQ 3180002020], as determined by MDRS.

(2) Responsible Respondent

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

4.6.2 Step Two:

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

Price – 35 points (35%)*

*Each vendor will receive a 35/35.

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

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

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

- Ability to perform the services as reflected by technical training and education, general experience, specific experience in providing the required services, and the qualifications and abilities of personnel proposed to be assigned to perform the services **15 points (15%)**
- Personnel, equipment, and facilities to perform the services currently available or demonstrated to be made available at the time of contracting **10 points (10%)**
- Record of past performance of similar work **10 points (10%)**

Total Score = 100 points (100%)

4.6.3 Step Three:

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

4.7 Award

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

4.7.1 Notification

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

SECTION 5. STATEMENT OF QUALIFICATIONS

SPECIFICATIONS

5.1 Statement of Qualifications Requirements

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

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

1.2 Statement of Qualifications Submission

The original and 1 copy of the statement of qualifications, 2 copies total with an electronic version, shall be signed, placed in a sealed envelope or package, and submitted as listed below, on or before **12:00 PM CST, Friday, May 19, 2023**.

Mississippi Department of Rehabilitation Services
 Attention: Lee Shirley, Procurement Officer
 1281 Highway 51 North
 Madison, Mississippi 39110
 Request for Qualifications for Pre-ETS Services
 RFQ No. 3180002020
 Opening Date: 12:00 PM CST, Friday, May 19, 2023
SEALED STATEMENT OF QUALIFICATIONS PACKAGE – DO NOT OPEN

SECTION 6. POST-AWARD PROCEDURES AND INFORMATION

6.1 Post-Award Vendor Debriefing

A respondent, successful or unsuccessful, may request a post-award debriefing, in writing, by U.S. mail or electronic submission. The written request must be received by the Director of the Mississippi Department of Rehabilitation Services within three (3) business days of notification of the contract award. A post-award debriefing is a meeting and not a hearing; therefore, legal representation is not required. A debriefing typically occurs within five (5) business days of receipt of the request. If a respondent prefers to

have legal representation present, the respondent must notify the Director of MDRS in writing and identify its attorney by name, address, and telephone number. MDRS will schedule and/or suspend and reschedule the meeting at a time when a Representative of the Office of the Mississippi Attorney General can be present.

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

6.2 Protest of Award

Any actual or prospective respondent or contractor who is aggrieved in connection with this solicitation or the outcome of the Request for Qualifications may file a protest with the Request for Qualifications Coordinator, Lee Shirley, Procurement Officer. The protest shall be submitted on or before July 2, 2023, 5:00 PM CST, in writing after such aggrieved person or entity knows or should have known of the facts giving rise thereto. All protests must be in writing, dated, signed by the respondent or an individual authorized to sign contracts on behalf of the protesting respondent, and contain a statement of the reason(s) for protest, citing the law(s), rule(s) or regulation(s), and/or procedure(s) on which the protest is based. The written protest letter shall contain an explanation of the specific basis for the protest. The protesting respondent must provide facts and evidence to support the protest. A protest is considered filed when received by the Request for Qualifications Coordinator, Lee Shirley, Procurement Officer, via either U.S. mail, postage prepaid, or personal delivery. Protests filed after July 2, 2023 will not be considered.

6.3 Required Contract Terms and Conditions

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

6.4 Optional Contract Terms and Conditions

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

6.5 Mississippi Contract/Procurement Opportunity Search Portal

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

6.6 Attachments

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

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

ATTACHMENT A
Statement of Qualifications Cover Sheet

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

Statements of Qualifications are to be submitted as listed below, on or before 12:00 PM CST, Friday, May 19, 2023.

PLEASE MARK YOUR ENVELOPE:

Mississippi Department of Rehabilitation Services
Attention: Lee Shirley, Procurement Officer
1281 Highway 51 North
Madison, Mississippi 39110
Request for Qualifications for Pre-ETS Services RFQ
No. 3180002020
Opening Date: 12:00 PM CST, Friday, May 19, 2023
SEALED STATEMENT OF QUALIFICATIONS PACKAGE – DO NOT OPEN

Company Name: _____

Address: _____

City/State/Zip: _____

Telephone: _____

Fax Number: _____

E-Mail Address: _____

Printed Name of Authorized Signer: _____

Signature and Date: _____

ATTACHMENT B

Authorization and Acknowledgements

By signing below, the Company Representative certifies that he/she has authority to bind the company, and further acknowledges on behalf of the company:

1. That he/she has thoroughly read and understands this Request for Qualifications, RFQ 3180002020 and the attachments herein;
2. That the company meets all requirements and acknowledges all certifications contained in this Request for Qualifications, RFQ 3180002020, and the attachments herein;
3. That the company agrees to all provisions of this Request for Qualifications, RFQ 3180002020, and the attachments herein;
4. That the company can and will meet all required laws, regulations, and/or procedures related to confidentiality and represents that its workers are licensed, certified, and possess the requisite credentials to perform the transition services; and
5. That the company has, or will secure, at its own expense, applicable personnel who shall be qualified to perform the duties required to be performed under this Request for Qualifications.
6. That the company understands that should an amendment to this RFQ be issued, it will be posted on the MDRS website (www.mdrs.ms.gov) in a manner that all proposers will be able to view. Proposers shall acknowledge receipt of any amendment to the solicitation by signing and returning the amendment with the statement of qualifications, by identifying the amendment number and date in the space provided for this purpose on this form. The acknowledgment must be received by MDRS by the time and at the place specified for receipt of statement of qualifications. It is the company's sole responsibility to monitor the website for amendments to the RFQ.

Company Name: _____

Signature and Date: _____

Name and Title: _____

ATTACHMENT C

Certifications and Assurances

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

1. Representation Regarding Contingent Fees.

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

2. Representation Regarding Gratuities.

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

3. Certification of Independent Price Determination.

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

4. Prospective Contractor's Representation Regarding Contingent Fees.

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

Company Name: _____

Signature and Date: _____

Name and Title: _____

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

ATTACHMENT D
Company Questionnaire

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

1. Corporate Experience and Capacity

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

Company Name: _____

ATTACHMENT D

Company Questionnaire (Page 2 of 3)

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

2. Service Location

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

3. Personnel

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

Company Name: _____

ATTACHMENT D

Company Questionnaire (Page 3 of 3)

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

4. References

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

Company Name: _____

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

Company Name: _____

ATTACHMENT E

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

1. Applicable Law. The contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws, provisions, and any litigation with respect thereto shall be brought in the courts of the State. Contractor shall comply with applicable federal, state, and local laws and regulations.
2. Availability of Funds. It is expressly understood and agreed that the obligation of the Agency to proceed under this agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the Agency, the Agency shall have the right upon ten (10) working days written notice to Contractor, to terminate this agreement without damage, penalty, cost or expenses to the Agency of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.
3. Compliance with Laws. Contractor understands that the Agency is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and Contractor agrees during the term of the agreement that Contractor will strictly adhere to this policy in its employment practices and provision of services. Contractor shall comply with, and all activities under this agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.
4. E-Payment. Contractor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The agency agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies," which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of invoice. Mississippi Code Annotated § 31-7-301.
5. E-Verification. If applicable, Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008, and will register and participate in the status verification system for all newly hired employees. Mississippi Code Annotated §§ 71-111 *et seq.* The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland

Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor agrees to maintain records of such compliance. Upon request of the State and after approval of the Social Security Administration or Department of Homeland Security when required, Contractor agrees to provide a copy of each such verification. Contractor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws. The breach of this agreement may subject Contractor to the following:

- a. termination of this contract for services and ineligibility for any state or public contract in Mississippi for up to three (3) years with notice of such cancellation/termination being made public;
- b. the loss of any license, permit, certification or other document granted to Contractor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year;
- or,
- c. both.

In the event of such cancellation/termination, Contractor would also be liable for any additional costs incurred by the State due to Contract cancellation or loss of license or permit to do business in the State.

6. Paymode. Payments by state agencies using the State's accounting system shall be made and remittance information provided electronically as directed by the State. These payments shall be deposited into the bank account of Contractor's choice. The State may, at its sole discretion, require Contractor to electronically submit invoices and supporting documentation at any time during the term of this Agreement. Contractor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.
7. Procurement Regulations. The contract shall be governed by the applicable provisions of the *Mississippi Public Procurement Review Board's Office of Personal Service Contract Review's Rules and Regulations*, a copy of which is available at 501 North Woolfolk Street, Suite 701E, Jackson, Mississippi 39201 for inspection, or downloadable at <http://www.dfa.ms.gov>.
8. Representation Regarding Contingent Fees. Contractor represents that it has not retained a person to solicit or secure a state contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in Contractor's statement of qualifications.
9. Representation Regarding Gratuities. Contractor represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 6-204 (Gratuities) of the *Mississippi Public Procurement Review Board's Office of Personal Service Contract Review's Rules and Regulations*.
10. Stop Work Order.
 - a. *Order to Stop Work:* The Procurement Officer, may, by written order to Contractor at any time, and without notice to any surety, require Contractor to stop all or any part of the work called for by this contract. This order shall be for a specified period not exceeding 90 days after the order is delivered

to Contractor, unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, Contractor shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the Procurement Officer shall either:

- i. cancel the stop work order; or,
- ii. terminate the work covered by such order as provided in the Termination for Default clause or the Termination for Convenience clause of this contract.

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

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

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

11. Termination for Convenience.

- a. *Termination.* The Agency Head or designee may, when the interests of the State so require, terminate this contract in whole or in part, for the convenience of the State. The Agency Head or designee shall give written notice of the termination to Contractor specifying the part of the contract terminated and when termination becomes effective.
- b. *Contractor's Obligations.* Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination Contractor will stop work to the extent specified. Contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The Agency Head or designee may direct Contractor to assign Contractor's right, title, and interest under terminated orders or subcontracts to the State. Contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

12. Termination for Default.

- a. *Default.* If Contractor refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract or any extension thereof, or otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the Agency Head or designee may notify Contractor in writing of the delay or nonperformance and if not cured in ten (10) days or any longer time specified in writing by the Agency Head or designee, such officer may terminate Contractor's right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the Agency Head or designee may procure similar supplies or services in a manner and upon terms deemed appropriate by the Agency Head or designee. Contractor shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.
- b. *Contractor's Duties.* Notwithstanding termination of the contract and subject to any directions from the procurement officer, Contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of Contractor in which the State has an interest.
- c. *Compensation.* Payment for completed services delivered and accepted by the State shall be at the contract price. The State may withhold from amounts due Contractor such sums as the Agency Head or designee deems to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders and to reimburse the State for the excess costs incurred in procuring similar goods and services.
- d. *Excuse for Nonperformance or Delayed Performance.* Except with respect to defaults of subcontractors, Contractor shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by Contractor to make progress in the prosecution of the work hereunder which endangers such performance) if Contractor has notified the Agency Head or designee within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the State and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, Contractor shall not be deemed to be in default, unless the services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit Contractor to meet the contract requirements. Upon request of Contractor, the Agency Head or designee shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, Contractor's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly, subject to the rights of the State under the clause entitled in fixed-price contracts, "Termination for Convenience". (As used in this Paragraph of this clause, the term "subcontractor" means subcontractor at any tier).
- e. *Erroneous Termination for Default.* If, after notice of termination of Contractor's right to proceed under the provisions of this clause, it is determined for any reason that the contract was not in default under the provisions of this clause, or that the delay was excusable under the provisions of

Paragraph (4) (Excuse for Nonperformance or Delayed Performance) of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the State, be the same as if the notice of termination had been issued pursuant to such clause.

- f. *Additional Rights and Remedies.* The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under this contract.
13. Termination Upon Bankruptcy. This contract may be terminated in whole or in part by Agency upon written notice to Contractor, if Contractor should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by Contractor of an assignment for the benefit of its creditors. In the event of such termination, Contractor shall be entitled to recover just and equitable compensation for satisfactory work performed under this contract, but in no case shall said compensation exceed the total contract price.
14. Trade Secrets, Commercial and Financial Information. It is expressly understood that Mississippi law requires that the provisions of this contract which contain the commodities purchased or the personal or professional services provided, the price to be paid, and the term of the contract shall not be deemed to be a trade secret or confidential commercial or financial information and shall be available for examination, copying, or reproduction.
15. Transparency. This contract, including any accompanying exhibits, attachments, and appendices, is subject to the “Mississippi Public Records Act of 1983,” and its exceptions. See Mississippi Code Annotated §§ 25-61-1 *et seq.* and Mississippi Code Annotated § 79-23-1. In addition, this contract is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Mississippi Code Annotated §§ 27-104-151 *et seq.* Unless exempted from disclosure due to a court-issued protective order, a copy of this executed contract is required to be posted to the Department of Finance and Administration’s independent agency contract website for public access at <http://www.transparency.mississippi.gov>. Information identified by Contractor as trade secrets, or other proprietary information, including confidential vendor information or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes, will be redacted.
16. Approval Clause. It is understood that if this contract requires approval by the Public Procurement Review Board and/or the Mississippi Department of Finance and Administration Office of Personal Service Contract Review and this contract is not approved by the PPRB and/or OPSCR, it is void and no payment shall be made hereunder.
17. Acknowledgment of Amendments. Bidders shall acknowledge receipt of any amendment to the solicitation by signing and returning the amendment with the bid, by identifying the amendment number and date in the space provided for this purpose on the bid form, or by letter. The acknowledgment must be received by the [agency] by the time and at the place specified for receipt of bids.

18. Certification of Independent Price Determination. The bidder certifies that the prices submitted in response to the solicitation have been arrived at independently and without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to those prices, the intention to submit a bid, or the methods or factors used to calculate the prices bid.

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

ATTACHMENT F

Areas of Coverage

List of Counties and School Districts to be served:

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

Company Name: _____

Signature and Date: _____

Name and Title: _____

ATTACHMENT G

Additional Data

Company Name: _____

Signature and Date: _____

Name and Title: _____

ATTACHMENT H

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

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

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

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

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

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

- Pre-ETS **may not be provided** to an individual who does not meet the definition of a student with a disability.
- The Counselor with the Provider will schedule appointments with the Special Education Director for each school district to be served to introduce the Provider and to discuss their planned Pre-ETS activities for the school year/summer before any services begin.

Referral Process for PE Students

1. The Counselor will work with the school district to obtain **new PE student** referrals and complete their “OVR Potentially Eligible Student Pre-ETS Referral Form” (MDRS-TY-04a). PE students who are under the age of 21 must have their parents/guardians sign and date the form to give their consent for Pre-ETS activities. (**Most school districts require parental consent no matter the age.**)
2. The Counselor will complete the “Pre-Employment Transition Services Provider Information” section on form MDRS-TY-04a for the student, parent/guardian, and referring educational agency to review and approve.
3. The Counselor will confirm all the required data fields are correctly completed by the student/parent or guardian, and the referring educational agency, and then enter the PE referral in the ACE Referral Module using the date of receipt as the application date. Once the ‘PE Participant Case’ has been open and the Pre-ETS Provider has been contacted, then Pre-ETS activities may begin.
4. The Counselor will maintain a hard copy case file on all PE students. If a VR case is later opened, the Counselor will place a copy of the PE information in the VR case file.
5. Students who already have an open PE case and want Pre-ETS through the local Provider will need to convey this request to their Counselor. A new “OVR Potentially Eligible Student Pre-ETS Referral Form” is **not required**.

However, on the existing PE referral form, the Counselor will need to update the “Pre-Employment Transition Services Provider Information” section with the local Provider’s information, and then send a copy of the form to the Provider.

Authorization Process

1. **Before Pre-ETS activities may begin for a PE student**, the Counselor will issue an authorization for the agreed upon Pre-ETS and send it, with a copy of the MDRS-TY-04a form with the “Pre-Employment Transition Services Provider Information” section completed to the chosen Provider. If an authorization must be sent to a Provider’s headquarters or billing service, the Counselor should email a copy to the local Provider who will actually be providing the service.
2. **When Pre-ETS activities are needed for a VR eligible student**, the Counselor must develop/amend the student’s IPE to include the Pre-ETS services and his/her chosen Provider. The Counselor will then issue the authorization for the VR student’s Pre-ETS and send it, along with a copy of the VR student’s Initial Interview form (MDRS-VR-04), to the chosen Provider.
3. The Counselor will create the authorization for the full period of time the Pre-ETS are to be provided (not to exceed three months), and will include each Pre-ETS activity required by the PE/VR student. This authorization should be created for no more than one semester at a time.

Changes in the Provision of Pre-ETS

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

Completion of Provision Form

1. The Provider will complete the “Pre-ETS Provision Form” (MDRS-VR-61) for each **PE/VR student** served. This Provision form can be completed daily, weekly, or monthly based on the number of Pre-ETS activities provided to the student. A brief daily description of each Pre-ETS activity is to be included with the total number of units per Pre-ETS. The Provider will submit the completed the “Pre-ETS Provision Forms” back to the Counselor monthly.
2. The Provider and the PE/VR student are required to sign and date the “Pre-ETS Provision Form”.
3. The Provider and Counselor understand that prep and travel time cannot be billed. Only the Pre-ETS unit costs on the “Pre-ETS Provision Form” will be paid.
4. The Counselor will review the “Provider Pre-ETS Provision Forms” and return any with errors back to the Provider to be corrected.
5. The Counselor will keep a copy of the “Provider Pre-ETS Provision Form” in the PE/VR student’s file.

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

1. Parties. The parties to this contract are the Mississippi Department of Rehabilitation Services (hereinafter “MDRS”) and [Contractor Name] (hereinafter “Contractor”).
2. Purpose. The purpose of this contract is for MDRS to engage Contractor to provide certain professional services as set forth in RFQ 3180002020, 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 August 4, 2023 and ending on August 3, 2024, 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: _____
Billy Taylor, Chief of Staff
Mississippi Department of Rehabilitation Services

DATE

By: _____

EXHIBIT A

GENERAL TERMS AND CONDITIONS

1. Anti-assignment/subcontracting. Contractor acknowledges that it was selected by the State to perform the services required hereunder based, in part, upon Contractor's special skills and expertise. Contractor shall not assign, subcontract, or otherwise transfer this agreement, in whole or in part, without the prior written consent of the State, which the State may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer of its obligations without such consent shall be null and void. No such approval by the State of any subcontract shall be deemed in any way to provide for the incurrence of any obligation of the State in addition to the total fixed price agreed upon in this agreement. Subcontracts shall be subject to the terms and conditions of this agreement and to any conditions of approval that the State may deem necessary. Subject to the foregoing, this agreement shall be binding upon the respective successors and assigns of the parties.
2. Applicable Law. The contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws, provisions, and any litigation with respect thereto shall be brought in the courts of the State. Contractor shall comply with applicable federal, state, and local laws and regulations.
3. Attorneys' Fees and Expenses. Subject to other terms and conditions of this agreement, in the event Contractor defaults in any obligations under this agreement, Contractor shall pay to the State all costs and expenses (including, without limitation, investigative fees, court costs, and attorney's fees) incurred by the State in enforcing this agreement or otherwise reasonably related thereto. Contractor agrees that under no circumstances shall the customer be obligated to pay any attorney's fees or costs of legal action to Contractor.
4. Availability of Funds. It is expressly understood and agreed that the obligation of MDRS to proceed under this agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to MDRS, MDRS shall have the right upon ten (10) working days written notice to Contractor, to terminate this agreement without damage, penalty, cost or expenses to MDRS of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.
5. Compliance with Laws. Contractor understands that the Mississippi Department of Rehabilitation Services is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and Contractor agrees during the term of the agreement that Contractor will strictly adhere to this policy in its employment practices and provision of services. Contractor shall comply with, and all activities under this agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.
6. Conflict of Interest. The contractor, subcontractor, employee, or consultant, has certified that, to the best of its knowledge and belief, there are no relevant facts or circumstances that could give rise to an organizational or personal conflict of interest for the organization or any of its staff, and that the contractor, subcontractor,

employee, or consultant has disclosed all such relevant information if such a conflict of interest appears to exist to a reasonable person with knowledge of the relevant facts (or if such a person would question the impartiality of the contractor, subcontractor, employee, or consultant). Conflicts may arise in the following situations:

- a. ***Unequal access to information*** - A potential contractor, subcontractor, employee, or consultant has access to non-public information through its performance on a government contract.
- b. ***Biased ground rules*** - A potential contractor, subcontractor, employee, or consultant has worked, in one government contract, or program, on the basic structure or ground rules of another government contract.
- c. ***Impaired objectivity*** - A potential contractor, subcontractor, employee, or consultant, or member of their immediate family (spouse, parent, or child) has financial or other interests that would impair, or give the appearance of impairing, impartial judgment in the evaluation of government programs, in offering advice or recommendations to the government, or in providing technical assistance or other services to recipients of Federal funds as part of its contractual responsibility. "Impaired objectivity" includes but is not limited to the following situations that would cause a reasonable person with knowledge of the relevant facts to question a person's objectivity:
 - i. Financial interests or reasonably foreseeable financial interests in or in connection with products, property, or services that may be purchased by an educational agency, a person, organization, or institution in the course of implementing any program administered by the Department;
 - ii. Significant connections to teaching methodologies that might require or encourage the use of specific products, property, or services; or
 - iii. Significant identification with pedagogical or philosophical viewpoints that might require or encourage the use of a specific curriculum, specific products, property, or services.

Offerors must provide the disclosure described above on any actual or potential conflict (or apparent conflict of interest) of interest regardless of their opinion that such a conflict or potential conflict (or apparent conflict of interest) would not impair their objectivity.

In a case in which an actual or potential conflict (or apparent conflict of interest) is disclosed, the Department will take appropriate actions to eliminate or address the actual or potential conflict (or apparent conflict of interest), including but not limited to mitigating or neutralizing the conflict, when appropriate, through such means as ensuring a balance of views, disclosure with the appropriate disclaimers, or by restricting or modifying the work to be performed to avoid or reduce the conflict. In this clause, the term "potential conflict" means reasonably foreseeable conflict of interest.

The contractor, subcontractor, employee, or consultant agrees that if "impaired objectivity", or an actual or potential conflict of interest (or apparent conflict of interest) is discovered after the award is made, it will make a full disclosure in writing to the contracting officer. This disclosure shall include a description of actions that the contractor has taken or proposes to take, after consultation with the contracting officer, to avoid, mitigate, or neutralize the actual or potential conflict (or apparent conflict of interest).

The Government may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid the appearance of a conflict of interest. If the contractor was aware of a potential conflict of interest prior to award or discovered an actual or potential conflict (or apparent conflict of interest) after award and did not disclose or misrepresented relevant information to the contracting officer, the Government may

terminate the contract for default, or pursue such other remedies as may be permitted by law or this contract. These remedies include imprisonment for up to five years for violation of 18 U.S.C. 1001 and fines of up to \$5,000 for violation of 31 U.S.C. 3802. Further remedies include suspension or debarment from contracting with the Federal government. The contractor may also be required to reimburse the Department for costs the Department incurs arising from activities related to conflicts of interest. An example of such costs would be those incurred in processing Freedom of Information Act requests related to a conflict of interest.

In cases where remedies short of termination have been applied, the contractor, subcontractor, employee, or consultant agrees to eliminate the organizational conflict of interest, or mitigate it to the satisfaction of the contracting officer.

The contractor further agrees to insert in any subcontract or consultant agreement hereunder, provisions that conform substantially to the language of this clause, including specific mention of potential remedies and this paragraph.

7. Disputes. Any dispute concerning a question of fact arising under this Contract shall be disposed of by good faith negotiation between duly authorized representative of MDRS and the Contractor. Disputes that cannot be resolved in this manner shall be determined by a court of competent jurisdiction in Hinds County, Mississippi. Pending final decision of a dispute, the Contractor shall proceed diligently with the performance of its obligation in this agreement.
8. E-Payment. Contractor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The agency agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies," which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of invoice. Mississippi Code Annotated § 31-7-301 et seq.
9. E-Verification. If applicable, Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008, and will register and participate in the status verification system for all newly hired employees. Mississippi Code Annotated §§ 71-11-1 *et seq.* The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor agrees to maintain records of such compliance. Upon request of the State and after approval of the Social Security Administration or Department of Homeland Security when required, Contractor agrees to provide a copy of each such verification. Contractor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws. The breach of this agreement may subject Contractor to the following:
 - a. termination of this contract for services and ineligibility for any state or public contract in Mississippi for up to three (3) years with notice of such cancellation/termination being made public;
 - b. the loss of any license, permit, certification or other document granted to Contractor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year; or,

c. both.

In the event of such cancellation/termination, Contractor would also be liable for any additional costs incurred by the State due to Contract cancellation or loss of license or permit to do business in the State.

10. Entire Agreement. This Contract constitutes the entire agreement of the parties with respect to the subject matter contained herein and supersedes and replaces any and all prior negotiations, understandings and agreements, written or oral, between the parties relating thereto.
11. Failure to Deliver. In the event of failure of Contractor to deliver services in accordance with the contract terms and conditions, MDRS, after due oral or written notice, may procure the services from other sources and hold Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that MDRS may have.
12. Failure to Enforce. Failure by MDRS at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of MDRS to enforce any provision at any time in accordance with its terms.
13. Force Majeure. Each party shall be excused from performance for any period and to the extent that it is prevented from performing any obligation or service, in whole or in part, as a result of causes beyond the reasonable control and without the fault or negligence of such party and/or its subcontractors. Such acts shall include without limitation acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, earthquakes, floods, or other natural disasters ("force majeure events"). When such a cause arises, Contractor shall notify the State immediately in writing of the cause of its inability to perform, how it affects its performance, and the anticipated duration of the inability to perform. Delays in delivery or in meeting completion dates due to force majeure events shall automatically extend such dates for a period equal to the duration of the delay caused by such events, unless the State determines it to be in its best interest to terminate the agreement.
14. HIPAA Compliance. Contractor agrees to comply with the "Administrative Simplification" provisions of the Health Insurance Portability and Accountability Act of 1996, including electronic data interchange, code sets, identifiers, security, and privacy provisions, as may be applicable to the services under this contract.
15. Indemnification. To the fullest extent allowed by law, Contractor shall indemnify, defend, save and hold harmless, protect, and exonerate the agency, its commissioners, board members, officers, employees, agents, and representatives, and the State of Mississippi from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever including, without limitation, court costs, investigative fees and expenses, and attorney's fees, arising out of or caused by Contractor and/or its partners, principals, agents, employees and/or subcontractors in the performance of or failure to perform this agreement. In the State's sole discretion upon approval of the Office of the Mississippi Attorney General, Contractor may be allowed to control the defense of any such claim, suit, etc. In the event Contractor defends said claim, suit, etc., Contractor shall use legal counsel acceptable to the Office of the Mississippi Attorney General. Contractor shall be solely responsible for all costs and/or expenses associated with such defense, and the State shall be entitled to participate in said defense. Contractor shall not settle any claim, suit, etc. without the concurrence of the Office of the Mississippi Attorney General, which shall not be unreasonably withheld.

16. Independent Contractor Status. Contractor shall, at all times, be regarded as and shall be legally considered an independent contractor and shall at no time act as an agent for the State. Nothing contained herein shall be deemed or construed by the State, Contractor, or any third party as creating the relationship of principal and agent, master and servant, partners, joint ventures, employer and employee, or any similar such relationship between the State and Contractor. Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any acts of the State or Contractor hereunder creates, or shall be deemed to create a relationship other than the independent relationship of the State and Contractor. Contractor's personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of the State. Neither Contractor nor its employees shall, under any circumstances, be considered servants, agents, or employees of MDRS, and MDRS shall be at no time legally responsible for any negligence or other wrongdoing by Contractor, its servants, agents, or employees. MDRS shall not withhold from the contract payments to Contractor any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to Contractor. Further, MDRS shall not provide to Contractor any insurance coverage or other benefits, including Worker's Compensation, normally provided by the State for its employees.
17. Insurance. The Contractor represents that it will maintain workers' compensation insurance as required by the State of Mississippi which shall inure to the benefit of all the Contractor's personnel provided hereunder. The Mississippi Department of Rehabilitation Services reserves the right to request from carriers, certificates of insurance regarding the required coverage. Insurance carriers must be licensed or hold a Certificate of Authority from the Mississippi Department of Insurance.
18. Modification or Renegotiation. This agreement may be modified only by written agreement signed by the parties hereto. The parties agree to renegotiate the agreement if federal and/or state revisions of any applicable laws or regulations make changes in this agreement necessary.
19. Non-solicitation of Employees. Each party to this agreement agrees not to employ or to solicit for employment, directly or indirectly, any persons in the full-time or part-time employment of the other party until at least six (6) months after this agreement terminates unless mutually agreed to in writing by the State and Contractor.
20. Ownership of Documents and Work Papers. MDRS shall own all documents, files, reports, work papers and working documentation, electronic or otherwise, created in connection with the project which is the subject of this agreement, except for Contractor's internal administrative and quality assurance files and internal project correspondence. Contractor shall deliver such documents and work papers to MDRS upon termination or completion of the agreement. The foregoing notwithstanding, Contractor shall be entitled to retain a set of such work papers for its files. Contractor shall be entitled to use such work papers only after receiving written permission from MDRS and subject to any copyright protections.

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

Paper documents containing Personally Identifiable Information must be destroyed by burning, pulping, shredding, macerating, or other similar means that ensures the information cannot be recovered. If there are electronic devices and media (for example, computers, disk drives, CD's, Jump/Flash drives, magnetic tape, etc.)

that need to be disposed of, please contact MDRS for further guidance on approved methods on destroying electronic devices and related media.

21. Paymode. Payments by state agencies using the State's accounting system shall be made and remittance information provided electronically as directed by the State. These payments shall be deposited into the bank account of Contractor's choice. The State may, at its sole discretion, require Contractor to electronically submit invoices and supporting documentation at any time during the term of this Agreement. Contractor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.
22. Personally Identifiable Information. Contractor will not disclose or release any Personally Identifiable Information (PII) to which the Contractor has access except as required to do so to authorized employees and officials within the scope of the Contractor's duties under this contract. Furthermore, Contractor acknowledges that any unauthorized disclosure of the information provided under this contract may violate the terms of Section 1106 of the Social Security Act and the Privacy Act, 5 U.S.C. 552a and subject the Contractor to penalties.
23. Procurement Regulations. The contract shall be governed by the applicable provisions of the Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations, a copy of which is available at 501 North West Street, Suite 701E, Jackson, Mississippi 39201 for inspection, or downloadable at <http://www.DFA.ms.gov>.
24. Record Retention and Access to Records. Provided Contractor is given reasonable advance written notice and such inspection is made during normal business hours of Contractor, the State or any duly authorized representatives shall have unimpeded, prompt access to any of Contractor's books, documents, papers, and/or records which are maintained or produced as a result of the project for the purpose of making audits, examinations, excerpts, and transcriptions. All records related to this agreement shall be retained by Contractor for three (3) years after final payment is made under this agreement and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this project is commenced before the end of the three (3) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the three (3) year period, whichever is later.
25. Recovery of Money. Whenever, under the contract, any sum of money shall be recoverable from or payable by Contractor to MDRS, the same amount may be deducted from any sum due to Contractor under the contract or under any other contract between Contractor and MDRS. The rights of MDRS are in addition and without prejudice to any other right MDRS may have to claim the amount of any loss or damage suffered by MDRS on account of the acts or omissions of Contractor.
26. Representation Regarding Contingent Fees. Contractor represents that it has not retained a person to solicit or secure a state contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in Contractor's bid or statement of qualifications.
27. Representation Regarding Gratuities. The bidder, offeror, or Contractor represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 6-204 (Gratuities) of the Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations.

28. Requirements Contract. During the period of the contract, Contractor shall provide all the service described in the contract. Contractor understands and agrees that this is a requirements contract and that the Mississippi Department of Rehabilitation Services shall have no obligation to Contractor if no services are required. Any quantities that are included in the scope of work reflect the current expectations of the Mississippi Department of Rehabilitation Services for the period of the contract. The amount is only an estimate and Contractor understands and agrees that MDRS is under no obligation to Contractor to buy any amount of the services as a result of having provided this estimate or of having any typical or measurable requirement in the past. Contractor further understands and agrees that MDRS may require services in an amount less than or in excess of the estimated annual contract amount and that the quantity actually used, whether in excess of the estimate or less than the estimate, shall not give rise to any claim for compensation other than the total of the unit prices in the contract for the quantity actually used.
29. Right to Audit. Contractor shall maintain such financial records and other records as may be prescribed by MDRS or by applicable federal and state laws, rules, and regulations. Contractor shall retain these records for a period of three years after final payment, or until they are audited by MDRS, whichever event occurs first. These records shall be made available during the term of the contract and the subsequent three-year period for examination, transcription, and audit by the Mississippi State Auditor's Office, its designees, or other authorized bodies.
30. Severability. If any part of this agreement is declared to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of the agreement that can be given effect without the invalid or unenforceable provision, and to this end the provisions hereof are severable. In such event, the parties shall amend the agreement as necessary to reflect the original intent of the parties and to bring any invalid or unenforceable provisions in compliance with applicable law.
31. Stop Work Order.
- 1) Order to Stop Work: The Chief Procurement Officer, may, by written order to Contractor at any time, and without notice to any surety, require Contractor to stop all or any part of the work called for by this contract. This order shall be for a specified period not exceeding 90 days after the order is delivered to Contractor, unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, Contractor shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the Chief Procurement Officer shall either:
 - a) cancel the stop work order; or,
 - b) terminate the work covered by such order as provided in the Termination for Default clause or the Termination for Convenience clause of this contract.
 - 2) Cancellation or Expiration of the Order: If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, Contractor shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or Contractor price, or both, and the contract shall be modified in writing accordingly, if:

- a) the stop work order results in an increase in the time required for, or in Contractor's cost properly allocable to, the performance of any part of this contract; and,
 - b) Contractor asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage; provided that, if the Chief Procurement Officer decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this contract.
- 3) Termination of Stopped Work: If a stop work order is not canceled and the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise.
- 4) Adjustments of Price: Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment clause of this contract.

32. Termination for Convenience.

- a. *Termination.* MDRS may, when the interests of the State so require, terminate this contract in whole or in part, for the convenience of the State. MDRS shall give written notice of the termination to Contractor specifying the part of the contract terminated and when termination becomes effective.
- b. *Contractor's Obligations.* Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination Contractor will stop work to the extent specified. Contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. MDRS may direct Contractor to assign Contractor's right, title, and interest under terminated orders or subcontracts to the State. Contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

33. Termination for Default.

- a. *Default.* If Contractor refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract or any extension thereof, or otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the Agency Head or designee may notify Contractor in writing of the delay or nonperformance and if not cured in ten (10) days or any longer time specified in writing by the Agency Head or designee, such officer may terminate Contractor's right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the Agency Head or designee may procure similar supplies or services in a manner and upon terms deemed appropriate by the Agency Head or designee. Contractor shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.
- b. *Contractor's Duties.* Notwithstanding termination of the contract and subject to any directions from the procurement officer, Contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of Contractor in which the State has an interest.

- c. *Compensation.* Payment for completed services delivered and accepted by the State shall be at the contract price. The State may withhold from amounts due Contractor such sums as the Agency Head or designee deems to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders and to reimburse the State for the excess costs incurred in procuring similar goods and services.
 - d. *Excuse for Nonperformance or Delayed Performance.* Except with respect to defaults of subcontractors, Contractor shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by Contractor to make progress in the prosecution of the work hereunder which endangers such performance) if Contractor has notified the Agency Head or designee within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the State and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, Contractor shall not be deemed to be in default, unless the services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit Contractor to meet the contract requirements. Upon request of Contractor, the Agency Head or designee shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, Contractor's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly, subject to the rights of the State under the clause entitled (in fixed-price contracts, "Termination for Convenience," in cost-reimbursement contracts, "Termination"). (As used in this Paragraph of this clause, the term "subcontractor" means subcontractor at any tier).
 - e. *Erroneous Termination for Default.* If, after notice of termination of Contractor's right to proceed under the provisions of this clause, it is determined for any reason that the contract was not in default under the provisions of this clause, or that the delay was excusable under the provisions of Paragraph (4) (Excuse for Nonperformance or Delayed Performance) of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the State, be the same as if the notice of termination had been issued pursuant to such clause.
 - f. *Additional Rights and Remedies.* The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under this contract.
34. Termination upon Bankruptcy. This contract may be terminated in whole or in part by the Mississippi Department of Rehabilitation Services upon written notice to Contractor, if Contractor should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by Contractor of an assignment for the benefit of its creditors. In the event of such termination, Contractor shall be entitled to recover just and equitable compensation for satisfactory work performed under this contract, but in no case shall said compensation exceed the total contract price.
35. Trade Secrets, Commercial and Financial Information. It is expressly understood that Mississippi law requires that the provisions of this contract which contain the commodities purchased or the personal or professional services provided, the price to be paid, and the term of the contract shall not be deemed to be a trade secret or confidential commercial or financial information and shall be available for examination, copying, or reproduction.

36. Transparency. This contract, including any accompanying exhibits, attachments, and appendices, is subject to the “Mississippi Public Records Act of 1983,” and its exceptions. See Mississippi Code Annotated §§ 25-61-1 et seq. and Mississippi Code Annotated § 79-23-1. In addition, this contract is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Mississippi Code Annotated §§ 27-104-151 et seq. Unless exempted from disclosure due to a court-issued protective order, a copy of this executed contract is required to be posted to the Department of Finance and Administration’s independent agency contract website for public access at <http://www.transparency.mississippi.gov>. Information identified by Contractor as trade secrets, or other proprietary information, including confidential vendor information or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes, will be redacted.
37. Waiver. No delay or omission by either party to this agreement in exercising any right, power, or remedy hereunder or otherwise afforded by contract, at law, or in equity shall constitute an acquiescence therein, impair any other right, power or remedy hereunder or otherwise afforded by any means, or operate as a waiver of such right, power, or remedy. No waiver by either party to this agreement shall be valid unless set forth in writing by the party making said waiver. No waiver of or modification to any term or condition of this agreement will void, waive, or change any other term or condition. No waiver by one party to this agreement of a default by the other party will imply, be construed as or require waiver of future or other defaults.
38. Approval Clause. It is understood that if this contract requires approval by the Public Procurement Review Board and/or the Mississippi Department of Finance and Administration Office of Personal Service Contract Review and this contract is not approved by the PPRB and/or OPSCR, it is void and no payment shall be made hereunder.

EXHIBIT "B"

SERVICES AND COMPENSATION

SCOPE OF SERVICES

In fulfillment of the purposes of this Agreement, the Contractor shall provide individualized pre-employment transition services throughout the State of Mississippi for students with disabilities who are served by MDRS. Services shall be provided in accordance with the terms set forth in the Request for Qualifications [RFQ 3180002020] issued by MDRS, and are further described in Exhibit "D", captioned "PRE-ETS Statement of Qualifications", attached hereto and made a part hereof by reference.

COMPENSATION

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

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

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

EXHIBIT "C"

NOTIFICATIONS

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

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

[with Copy to Contract Coordinator]

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

EXHIBIT D

PRE-ETS Statement of Qualifications

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

**AMENDMENT #1
TO THE REQUEST FOR QUALIFICATIONS
FOR PRE-EMPLOYMENT TRANSITION SERVICES
RFx #3180002020**

- Q1: Does MDRS require current MDRS Pre-ETS providers to reapply or submit responses to Request for Qualifications?
- A1: All Pre-ETS providers must submit responses to the Request for Qualifications to receive a new contract.
- Q2: Section 2.1 Compensation for Services states Rates for Individual Instruction are \$75.00/hr. and Rates for Group Instruction of six (6) or more students are \$55.00/hr. What are the rates when working with 2, 3, 4, or 5 students?
- A2: The rates for Pre-ETS when working with 2-5 students are \$75.00/hour with the exception on Pre-ETS Work-Based Learning Experience, which is \$85.00/hour. Groups should consist of 6 students to one instructor. If there are more than 6 students, there should be two instructors.
- Q3: I have a question about the background check where do we look for the background check for Mississippi? Do you want an online background check? Is there a certain vendor that you use? Also, what trainings are you looking for with qualifications? Vocational Rehab trainings or Relias?
- A3: There is no certain vendor. Background checks should include information at the federal, state, and local level. Online background checks will not be accepted, fingerprinting should be included in the background check. Service provider(s) must possess the requisite level of education, training, years of experience, and evidence of certifications as applicable. Providers must also be able to do business with the State and have not been suspended or debarred by the State or Federal government and provide references demonstrating acceptable prior performance.
- Q4: We have a question regarding the following:
Describe in detail how the service will be provided; (Unmarked) • Include a description of major tasks and subtasks. Include your Pre-ETS curriculum for each of the five Pre-ETS you plan to provide; curriculum should include the actual number of units in each Pre-ET.

Question: Does every line item/tasks in the curriculum have to be used with each student? For example, some students may not be as available for all services or the material/activity may not be appropriate for each participating student's needs.

- A4: Include in your information the curriculum that will be utilized for students. If your curriculum is only responsive to students with various levels of academic performance/ability, then include the information and the educational requirements to participate in your program.
- Q5: Page 8, Invoicing and Client/Participant Report omits Work based learning experiences as outlined on pages 7 and 8. Is there a different criteria?
- A5: We provide the reports that should be used. We do not pay the students directly, but we pay the provider per diem for the services provided through Work-Based Learning Experiences. Worker's Compensation is not covered by MDRS when students are participating in Work-Based Learning Experiences. The provider is responsible for Worker's Compensation for any student participating in Work-Based Learning Experiences.
- Q6: Page 4, 2.1 Compensation for Services – Thank you for standardizing the rates and omitting the rate determination process. There is a rate for individual instruction and a rate for group instruction. Group instruction is defined as six (6) or more students. What is the rate for 2-5 students? We speculate that the intention for group instruction may have been six or less students.
- A6: The rates for 2-5 students are \$75.00/hour except for Work-Based Learning Experience, it is \$85.00/hour.
- Q7: Page 6, 2.4 Term – The anticipated term of this contract is tentatively August 4, 2023, through August 3, 2024. Does MDRS anticipate extending the period of the current contract to cover the summer period prior to August 4th? Part of our services each year include summer programs for work experience as a finale to all of the PRE-ETS work the students have completed. We have almost 15 businesses along with teaching staff who will be on-site ready to go. Students who have been enrolled in the Pre-ETS program are signing up for a variety of paid job experiences of their choice among the businesses. Will this portion of the program be allowed to continue?
- A7: This question is not related to the current RFQ process.

- Q8: Page 10, 4.2B. Adhere to the MDRS Client Services Policy and Procedures Manual – We have been unable to locate this manual to ensure compliance. We request that it be made available or perhaps point us in the right direction.
- A8: The MDRS Client Services Policy and Procedures Manual is currently not readily available but may be obtained via email request to Erica Brown at EBrown@mdrs.ms.gov.
- Q9: Page 18, C3 and Page 28, E18 – Independent Pricing – Both of these sections refer to certifying that prices were arrived at independently without nefarious purpose. It seems that these sections are no longer appropriate with the standardization of rates on page 4, 2.1 and should not require attestation. Please advise.
- A9: Both Page 18, C3 and Page 28, E18 are required to be included in this RFQ by DFA/OPSCR. For Page 18, C3, all vendors should circle “HAVE”, since the price has been set by MDRS.
- Q10: Page 44, B Compensation – This exhibit asked for what seems to be a total dollar amount for the length of the contract. The only facts related to compensation in the RFQ are the aforementioned hourly rates. The total contractual budget relies on MDRS enrollments, and authorizations. Please advise on how to proceed with this exhibit.
- A10: Pages 33-45 is an example of the contract that any vendor who wins an award will agree to. The totals for contracts will be determined after the review of proposals and will be set by MDRS. There is nothing for vendors to fill out in this section.
- Q11: Page 20, D, 3. Personnel – This is a “request for applicable permits, professional certifications and/or licenses from the applicable certifying authority”. We plan to satisfy this request by including the teaching licenses/certifications of our instructors. Are we interpreting this correctly?
- A11: Yes, this is correct.
- Q12: Page 46, D PRE-ETS Statement of Qualifications – We presume this blank exhibit is a placeholder for the information requested in 4.1 and 5.1. Is this correct?
- A12: This is correct.
- Q13: Page 15 – Please verify that page 15 is blank.
- A13: Yes, page 15 was unintentionally left blank after the document was formatted to be fillable.

Q14: 2.1 Compensation for Services” Rates for Individual Instruction” may only be used when students are receiving services in a one-on-one setting.

1. Can you please elaborate or clarify your meaning of a one-on-one setting? at a school, at the providers’ place of business, etc.

A14: The meaning of an one-on-one setting is one person to one student. The place where the Pre-ETS will be provided should be indicated.

Q15: 2.3 Purpose of the Procurement The contractors must demonstrate the ability to provide these services in a specified geographical area in the state of Mississippi.

1. Can you provide an approximate number of students to be served in the Pearl, Jackson Public, and Hinds County School Districts?

MDRS anticipates making multiple awards under this procurement.

1. What are the minimum/maximum contract award/agreement amounts?
2. How are award amounts determined for each provider?
3. What factors are considered for differences in the amounts for awards?

A15: 1. We can provide a predetermined number of students to be served. This is based on referrals received, eligibility, and client’s informed choice.

1. There is no predetermined minimum contract award. The maximum award amount will be \$1,000,000.00 per fiscal year.
2. Award amounts will be determined based on the areas of coverage each provider submits and the number of eligible students in those areas as well the providers ability to meet the needs of those clients.
3. Areas of coverage, eligible students in those areas, provider resources and staff size.

Q16: 2.5 Description of Services Referrals: Considering the referral process, and the (5) required activities each provider is required to provide, and once the VR Counselor has worked with the student/and or the student’s legal representative to determine the Pre-ETS and provider for the services,

1. What criteria does the VR Counselor use to decide what provider to refer the student to for services?
2. What is a provider’s recourse when there are no referrals or minimal communication regarding potential referrals from school districts with an abundance of eligible students?

A16: 1. This is based on the specific needs of the client, informed choice, and what services are being provided by the provider.

2. The provider should communicate with the VR Transition Counselor to discuss and provide information on the services available to clients who are needing Pre-ETS.

Respondents shall acknowledge receipt of any amendment to the solicitation by signing and returning the amendment with the response. The acknowledgment must be received by MDRS by the submission deadline.

Company Name: _____

Signature and Date: _____

Name and Title: _____

REQUEST FOR QUALIFICATIONS

RFx Number: RFQ 3180002020

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

Issue Date: April 7, 2023

CLOSING LOCATION

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

REQUEST FOR QUALIFICATIONS COORDINATOR

Lee Shirley, Procurement Officer

Telephone: (601) 853-5217

Email: lshirley@mdrs.ms.gov

CLOSING DATE AND TIME

Qualifications must be received by May 19, 2023, 12:00 PM CST.

SECTION 1. REQUEST FOR QUALIFICATIONS OVERVIEW

1.1 Qualifications Acceptance Period

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

1.1.1 Timeline

- Request for Qualifications (RFQ) Issue Date: **April 7, 2023**
- Deadline for Vendor Questions to MDRS: **April 20, 2023, 5:00 PM CST**
- Anticipated Posting of Answers to Questions: **May 4, 2023, 5:00 PM CST**
- Statement of qualifications Submission Deadline: **May 19, 2023, 12:00 PM CST**
- Selection Completed: **Prior to June 19, 2023**

1.1.2 Rejection of Qualifications

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

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

1.2 Expenses Incurred in Statement of Qualifications

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

1.3 Proprietary Information

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

1.4 Registration with Mississippi Secretary of State

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

1.5 Debarment

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

1.6 Competitive Qualifications

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

1.7 Additional Information

Questions about the award agreement or technical portions of the procurement document must be submitted in writing to Lee Shirley, Procurement Officer, 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 Statement of Qualifications

All statements of qualifications shall be in writing.

1.11 Self-Identifying Information

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

SECTION 2. DESCRIPTION AND PURPOSE OF PROCUREMENT

2.1 Compensation for Services (Rates are all inclusive)

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

<u>Pre-ETS Category</u>	<u>Rates for Individual Instruction*</u>	<u>Rates for Group Instruction*</u>
Job Exploration Counseling	\$75.00/hr	\$55.00/hr
Counseling on Opportunities for Enrollment in Comprehensive Transition or Postsecondary Education Programs at Institutions of Higher Learning	\$75.00/hr	\$55.00/hr
Workplace Readiness Training	\$75.00/hr	\$55.00/hr
Instruction in Self Advocacy	\$75.00/hr	\$55.00/hr
Work-Based Learning Experiences	\$85.00/hr	\$65.00/hr

*" Rates for Individual Instruction" may only be used when students are receiving services in a one-on-one setting.

*" Rates for Group Instruction" may be used when six (6) or more students are receiving services in a group setting and without one-on-one individual instruction.

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 August 3, 2028, 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 August 4, 2023, through August 3, 2024. 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 (Pre-Employment Transition Services/Components)

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

1. *Job Exploration Counseling*: Assist students with exploring career opportunities that fit their interests, skills and abilities and must include, but is not limited to, the following:
 - a. Assistance accessing and completing self-assessments and interest inventories
 - b. Assisting groups of students in exploring the requirements, working conditions, wages, etc. of a career pathway
 - c. Assisting students in completing a labor market survey or completing one on behalf of the students
 - d. Increasing student awareness of nontraditional career opportunities

2. *Counseling on Opportunities for Enrollment in Comprehensive Transition or Post-Secondary Educational Programs at Institutions of Higher Education*: Assist students with exploring opportunities for enrolling in higher education and must include, but is not limited to, the following:
 - a. Provide information on career options, course offerings, type of academic and occupational training needed to succeed in the workplace, and postsecondary opportunities associated with career fields or pathways
 - b. Providing information about college application and admission process
 - c. Provide instruction on readiness for higher education
 - d. Provide information on access and applications for grants /scholarships and assistance completing applications, if needed [i.e., Free Application for Federal Student Aid (FAFSA)]
 - e. Assistance researching training facilities

- f. Providing resources that may be used to support student success in education and training (i.e., disability resource center) associated with career field or pathway.
3. *Workplace Readiness Training*: Develop independent living and work readiness skills in consideration of the unique needs of each student and must include, but is not limited to, the following:
 - a. Job seeking skills
 - b. Resume writing
 - c. Job application assistance
 - d. Interview skill building
 - e. Understanding workplace expectations/relationships
 - f. Communication and interpersonal skills
 - g. Identifying transportation resources
 - h. Provide connections and support to peer counseling and resources, to assist with self-sufficiency such as: housing, personal finance, budgeting, etc.
 - i. Develop work-related skills such as meeting time and attendance requirements grooming requirements, interaction with co-workers and responding to a supervisor.
4. *Instruction in Self-Advocacy*: provides self-advocacy instruction based on the unique needs of the student(s) and must include, but is not limited to, the following:
 - a. Self-Awareness
 - b. Understanding and identifying goals, objectives, strengths, and weaknesses
 - c. How to obtain help or know whom to ask for assistance
 - d. How to explain their disability to others in the context of seeking accommodations
 - e. Taking responsibility for actions and decisions
 - f. Communication
 - g. Body language
 - h. Self-expression
 - i. Assertiveness
 - j. Listening
 - k. Negotiation
 - l. Compromise
 - m. Use of assistive technology
 - n. Locating Resources
 - o. Transportation services
 - p. Understanding Supplemental Security Income (SSI) and other Financial assistance
 - q. Community resources
 - r. Knowledge of Rights
 - s. Understanding the Individualized Education Plan (IEP) and Personal as well as Educational rights regarding the Americans with Disabilities Act (ADA) and Individuals with Disabilities Education Act (IDEA).
5. *Work-Based Learning Experiences*: Work-based learning experiences may include opportunities that are after school or outside the traditional school setting. These experiences must be provided in an integrated setting to the maximum extent possible. They can include, but are not limited to, the following:

- a. Coordinating a school-based or community-based program of job training and informational interviews to research employers
- b. Work-site tours to learn about necessary job skills
- c. Job shadowing
- d. Mentoring opportunities in the community
- e. Paid or unpaid internships
- f. Apprenticeships
- g. Short-term employment
- h. On-the-job trainings
- i. Evaluating and monitoring the students' performance on the job.

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

Referrals: The VR Counselors will be the point of contact for the school district and the provider(s). The VR Counselor will work with the teacher and/or designated school staff to discuss VR Pre-Employment Transition Services and provide the VR Pre-ETS Referral letter and Student Pre-ETS Referral Form to student(s) who are referred to VR.

The student and the parent/or student's legal representative will review, sign, and return the Pre-ETS Referral form to his/her teacher or school staff that provided the student with the referral form and information.

The teacher and/or designated school staff will provide the VR Counselor with the signed documents. Once the VR Counselor has worked with the student and/or the student's legal representative to determine the required Pre-ETS and a provider for the services. The VR Counselor will then refer the student to the provider for the required Pre-ETS services.

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

Invoicing and Client/Participant Report: All services must be pre-authorized by MDRS according to the established fee schedule. Invoices must include authorization number/purchase order number, the client's/participant's name and the amount of time billed for his/her involvement in each Pre-ET activity, a description of the services provided, service start and end dates, and the appropriate service fee. Providers will not bill Students, parents, or the LEA for Pre-ET services. Invoices for Pre-ETS training (which includes: Job Exploration Counseling, Counseling on Opportunities for Enrollment in Comprehensive Transition or Postsecondary Educational Programs at Institutions of Higher Education, Workplace Readiness Training and Instruction in Self-Advocacy) must be submitted with the following mandatory documentation: Pre-ETS Provision form with a summary of the activity and Pre/Posttests. Detailed Invoices for each student authorization and the amount of time billed for his/her involvement in each Pre-ETS activity. Reports must be

submitted monthly until all the services are provided. **Services provided without prior authorization will not be paid by MDRS.** Payment may be delayed or denied if the invoice is not submitted correctly and/or the required reports are not submitted; providers will not receive payment for claims submitted after 90 days from the date of the service.

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

2.6 Participant Requirement

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

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

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

The addition of Pre-Employment Transition Services (Pre-ETS) is intended to add a component to the overall school and rehabilitation service continuum, not supplant any existing employment-related or other services which are potentially appropriate for a particular student (any service the school is already responsible for providing). Students who can benefit from existing school programs (career/technical and educational training programs, vocational education, etc.), with or without modifications, are not the target population. These students can be appropriately served in existing service options and therefore the primary issue is to ensure these services are available and provided to these students. Students who are eligible for and are clients of VR and require the more intensive services are the intended target student population.

SECTION 3. INSURANCE

3.1 Insurance

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

SECTION 4. PROCURMENT EVALUATION AND AWARD

4.1 Written Statements of Qualifications Shall Contain the Following Minimum Information

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

4.2 Minimum Qualifications

Licensure and Credentials: Providers doing business in the state of Mississippi must have a registered business with the Mississippi Secretary of State's Office. The State of Mississippi will not utilize the services of any provider that does not have the applicable and current licensure, registration, or certification to do business and render services. Providers will not be added to the approved provider list without a fully executed Provider Agreement. All providers, whether independent contractors, subcontractors, or employees of an independent contractor, are required to:

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

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

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

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 statement of qualifications to immediate rejection. The term "Unmarked" as used herein shall mean the requested documents shall have no self-identifying information about the respondent. See 1.11 Self-Identifying Information and 5.1 Statement of Qualifications Requirements.

4.4 Nonconforming Terms and Conditions

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

4.5 Conditioning Statement of Qualifications Upon Other Awards

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

4.6 Evaluation Procedure

4.6.1 Step One:

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

(1) Responsive Respondent

Respondent must submit a statement of qualifications which conforms in all material respects to this Request for Qualifications, [RFQ 3180002020], as determined by MDRS.

(2) Responsible Respondent

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

4.6.2 Step Two:

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

Price – 35 points (35%)*

*Each vendor will receive a 35/35.

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

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

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

- Ability to perform the services as reflected by technical training and education, general experience, specific experience in providing the required services, and the qualifications and abilities of personnel proposed to be assigned to perform the services **15 points (15%)**
- Personnel, equipment, and facilities to perform the services currently available or demonstrated to be made available at the time of contracting **10 points (10%)**
- Record of past performance of similar work **10 points (10%)**

Total Score = 100 points (100%)

4.6.3 Step Three:

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

4.7 Award

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

4.7.1 Notification

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

SECTION 5. STATEMENT OF QUALIFICATIONS

SPECIFICATIONS

5.1 Statement of Qualifications Requirements

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

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

1.2 Statement of Qualifications Submission

The original and 1 copy of the statement of qualifications, 2 copies total with an electronic version, shall be signed, placed in a sealed envelope or package, and submitted as listed below, on or before **12:00 PM CST, Friday, May 19, 2023**.

Mississippi Department of Rehabilitation Services
 Attention: Lee Shirley, Procurement Officer
 1281 Highway 51 North
 Madison, Mississippi 39110
 Request for Qualifications for Pre-ETS Services
 RFQ No. 3180002020
 Opening Date: 12:00 PM CST, Friday, May 19, 2023
SEALED STATEMENT OF QUALIFICATIONS PACKAGE – DO NOT OPEN

SECTION 6. POST-AWARD PROCEDURES AND INFORMATION

6.1 Post-Award Vendor Debriefing

A respondent, successful or unsuccessful, may request a post-award debriefing, in writing, by U.S. mail or electronic submission. The written request must be received by the Director of the Mississippi Department of Rehabilitation Services within three (3) business days of notification of the contract award. A post-award debriefing is a meeting and not a hearing; therefore, legal representation is not required. A debriefing typically occurs within five (5) business days of receipt of the request. If a respondent prefers to

have legal representation present, the respondent must notify the Director of MDRS in writing and identify its attorney by name, address, and telephone number. MDRS will schedule and/or suspend and reschedule the meeting at a time when a Representative of the Office of the Mississippi Attorney General can be present.

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

6.2 Protest of Award

Any actual or prospective respondent or contractor who is aggrieved in connection with this solicitation or the outcome of the Request for Qualifications may file a protest with the Request for Qualifications Coordinator, Lee Shirley, Procurement Officer. The protest shall be submitted on or before July 2, 2023, 5:00 PM CST, in writing after such aggrieved person or entity knows or should have known of the facts giving rise thereto. All protests must be in writing, dated, signed by the respondent or an individual authorized to sign contracts on behalf of the protesting respondent, and contain a statement of the reason(s) for protest, citing the law(s), rule(s) or regulation(s), and/or procedure(s) on which the protest is based. The written protest letter shall contain an explanation of the specific basis for the protest. The protesting respondent must provide facts and evidence to support the protest. A protest is considered filed when received by the Request for Qualifications Coordinator, Lee Shirley, Procurement Officer, via either U.S. mail, postage prepaid, or personal delivery. Protests filed after July 2, 2023 will not be considered.

6.3 Required Contract Terms and Conditions

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

6.4 Optional Contract Terms and Conditions

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

6.5 Mississippi Contract/Procurement Opportunity Search Portal

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

6.6 Attachments

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

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

ATTACHMENT A
Statement of Qualifications Cover Sheet

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

Statements of Qualifications are to be submitted as listed below, on or before 12:00 PM CST, Friday, May 19, 2023.

PLEASE MARK YOUR ENVELOPE:

Mississippi Department of Rehabilitation Services
Attention: Lee Shirley, Procurement Officer
1281 Highway 51 North
Madison, Mississippi 39110
Request for Qualifications for Pre-ETS Services RFQ
No. 3180002020
Opening Date: 12:00 PM CST, Friday, May 19, 2023
SEALED STATEMENT OF QUALIFICATIONS PACKAGE – DO NOT OPEN

Company Name: 360 Degree Academy, Inc.

Address: 1006 Cook Dr SE

City/State/Zip: Washington DC 20032

Telephone: 202-250-2562

Fax Number: N/A

E-Mail Address: charity@360degreeacademy.com

Printed Name of Authorized Signer: Charity Warigon

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 3180002020 and the attachments herein;
2. That the company meets all requirements and acknowledges all certifications contained in this Request for Qualifications, RFQ 3180002020, and the attachments herein;
3. That the company agrees to all provisions of this Request for Qualifications, RFQ 3180002020, and the attachments herein;
4. That the company can and will meet all required laws, regulations, and/or procedures related to confidentiality and represents that its workers are licensed, certified, and possess the requisite credentials to perform the transition services; and
5. That the company has, or will secure, at its own expense, applicable personnel who shall be qualified to perform the duties required to be performed under this Request for Qualifications.
6. That the company understands that should an amendment to this RFQ be issued, it will be posted on the MDRS website (www.mdrs.ms.gov) in a manner that all proposers will be able to view. Proposers shall acknowledge receipt of any amendment to the solicitation by signing and returning the amendment with the statement of qualifications, by identifying the amendment number and date in the space provided for this purpose on this form. The acknowledgment must be received by MDRS by the time and at the place specified for receipt of statement of qualifications. It is the company's sole responsibility to monitor the website for amendments to the RFQ.

Company Name: 360 Degree Academy, Inc.

Signature and Date: _____

Name and Title: Charity Warigon, President and CEO

ATTACHMENT C

Certifications and Assurances

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

1. Representation Regarding Contingent Fees.

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

2. Representation Regarding Gratuities.

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

3. Certification of Independent Price Determination.

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

4. Prospective Contractor's Representation Regarding Contingent Fees.

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

Company Name: 360 Degree Academy, Inc

Signature and Date: _____

Name and Title: Charity Warigon, President and CEO

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

ATTACHMENT D

Company Questionnaire

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

1. Corporate Experience and Capacity

- Provide the age of your business. **07/2017-Present**
- 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 Experience and Service Delivery

360 Degree Academy brings a robust commitment to providing an all-encompassing and accessible Pre-Employment Transition Services (Pre-ETS) video-based curriculum for deaf, hard-of-hearing, and deafblind youth. This commitment is built on our extensive professional experience and deep personal insight, which informs the development of our content. Our curriculum, now in its 4.5 version, is a clear demonstration of our persistent commitment to evolve and enhance our offerings, ensuring alignment with the latest trends, disruptions, advancements in deaf education, and changes in federal legislation.

We have earned a reputation for excellence, backed by universally positive feedback for our curriculum's implementation across a broad range of settings. We tailor our curriculum to meet the diverse needs of our target audience. Our approach is uniquely collaborative, partnering with educators, vocational rehabilitation counselors, and other professionals to ensure the most effective delivery of our services.

Service Expansion and Partnerships

Further enhancing our service delivery is our Pre-ETS Clinic, a 5-day intensive, camp-like career-focused program. This program is intended to train trainers and increase each state's capacity to roll out our curriculum on a statewide basis. Our scope of service during the Clinic is confined to providing instruction and any necessary accommodations for eligible and qualified students. Designed to offer 30 hours of group instruction, this Clinic is crafted to jumpstart the curriculum for select students requiring this level of support.

360 Degree Academy is prepared to collaborate with institutions such as the Mississippi School for the Deaf and other similar organizations, which may offer cost-effective options to provide dormitory, cafeteria, and related facilities for participating students. However, MDRS and other Hosts are responsible for identifying supplemental funding if necessary, to cover room, board, transportation, and after-hours staffing/activities for any students and observers.

(...See Supplemental Page)

Company Name: 360 Degree Academy, Inc.

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.

360 Degree Academy, Inc. is a nationwide provider of Pre-ET services and is based in Washington DC. We provide an online self-paced curriculum that is comprehensive and video-based so the student and their instructor may access it anytime and anywhere, including the classroom, home, and/or in the community. The instructor can be anyone who is best equipped to work with the students which could include their parent(s), interpreters, teachers, career counselors, Pre-ETS providers, and MDRS counselors.

3. Personnel

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

Ms. Charity Warigon shall be the primary point of contact and responsible for the day-to-day operation of this contract. Kindly see the attached resume.

Company Name: 360 Degree Academy, Inc.

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.

Pamela Lloyd-Ogoke
Chief
Division of Vocational Rehabilitation
Community Integration Services and Supports
805 Ruggles Drive
Raleigh, NC 27699
(919) 324-3781
Pamela.Lloyd@dhhs.nc.gov
Relationship Duration: 17 years

Pamela and I first connected during her time as a Board of Trustees member and have remained in contact through her current role as Chair of the National Black Deaf Advocates Leadership Council. Throughout the years, she has witnessed the inception and ongoing commitment to the Pre-ETS course.

Crystal G. Law
Program Specialist for Deaf/Hard of Hearing Services
Division of Rehabilitation Services
153 W. Main Street, Suite F
Clarksburg, WV 26301
(304) 625-6044 ext. 60567
Crystal.G.Law@wv.gov
Contract Duration: September 2021 to present

I have been working with Crystal to provide a self-paced curriculum and a 5-day in-person summer camp. Additionally, I offer curriculum support to deaf, hard of hearing, and deafblind teachers who reinforce the campers' learning throughout the academic year.

[Reference continued on next page]

Company Name: 360 Degree Academy, Inc.

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

Company Name: 360 Degree Academy, Inc

ATTACHMENT E

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

1. Applicable Law. The contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws, provisions, and any litigation with respect thereto shall be brought in the courts of the State. Contractor shall comply with applicable federal, state, and local laws and regulations.
2. Availability of Funds. It is expressly understood and agreed that the obligation of the Agency to proceed under this agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the Agency, the Agency shall have the right upon ten (10) working days written notice to Contractor, to terminate this agreement without damage, penalty, cost or expenses to the Agency of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.
3. Compliance with Laws. Contractor understands that the Agency is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and Contractor agrees during the term of the agreement that Contractor will strictly adhere to this policy in its employment practices and provision of services. Contractor shall comply with, and all activities under this agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.
4. E-Payment. Contractor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The agency agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies," which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of invoice. Mississippi Code Annotated § 31-7-301.
5. E-Verification. If applicable, Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008, and will register and participate in the status verification system for all newly hired employees. Mississippi Code Annotated §§ 71-111 *et seq.* The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland

Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor agrees to maintain records of such compliance. Upon request of the State and after approval of the Social Security Administration or Department of Homeland Security when required, Contractor agrees to provide a copy of each such verification. Contractor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws. The breach of this agreement may subject Contractor to the following:

- a. termination of this contract for services and ineligibility for any state or public contract in Mississippi for up to three (3) years with notice of such cancellation/termination being made public;
- b. the loss of any license, permit, certification or other document granted to Contractor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year; or,
- c. both.

In the event of such cancellation/termination, Contractor would also be liable for any additional costs incurred by the State due to Contract cancellation or loss of license or permit to do business in the State.

6. Paymode. Payments by state agencies using the State's accounting system shall be made and remittance information provided electronically as directed by the State. These payments shall be deposited into the bank account of Contractor's choice. The State may, at its sole discretion, require Contractor to electronically submit invoices and supporting documentation at any time during the term of this Agreement. Contractor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.
7. Procurement Regulations. The contract shall be governed by the applicable provisions of the *Mississippi Public Procurement Review Board's Office of Personal Service Contract Review's Rules and Regulations*, a copy of which is available at 501 North Woolfolk Street, Suite 701E, Jackson, Mississippi 39201 for inspection, or downloadable at <http://www.dfa.ms.gov>.
8. Representation Regarding Contingent Fees. Contractor represents that it has not retained a person to solicit or secure a state contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in Contractor's statement of qualifications.
9. Representation Regarding Gratuities. Contractor represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 6-204 (Gratuities) of the *Mississippi Public Procurement Review Board's Office of Personal Service Contract Review's Rules and Regulations*.
10. Stop Work Order.
 - a. *Order to Stop Work:* The Procurement Officer, may, by written order to Contractor at any time, and without notice to any surety, require Contractor to stop all or any part of the work called for by this contract. This order shall be for a specified period not exceeding 90 days after the order is delivered

to Contractor, unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, Contractor shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the Procurement Officer shall either:

- i. cancel the stop work order; or,
 - ii. terminate the work covered by such order as provided in the Termination for Default clause or the Termination for Convenience clause of this contract.
- b. *Cancellation or Expiration of the Order:* If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, Contractor shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or Contractor price, or both, and the contract shall be modified in writing accordingly, if:
- i. the stop work order results in an increase in the time required for, or in Contractor's cost properly allocable to, the performance of any part of this contract; and,
 - ii. Contractor asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage; provided that, if the Procurement Officer decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this contract.
- c. *Termination of Stopped Work:* If a stop work order is not canceled and the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise.

11. Termination for Convenience.

- a. *Termination.* The Agency Head or designee may, when the interests of the State so require, terminate this contract in whole or in part, for the convenience of the State. The Agency Head or designee shall give written notice of the termination to Contractor specifying the part of the contract terminated and when termination becomes effective.
- b. *Contractor's Obligations.* Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination Contractor will stop work to the extent specified. Contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The Agency Head or designee may direct Contractor to assign Contractor's right, title, and interest under terminated orders or subcontracts to the State. Contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

12. Termination for Default.

- a. *Default.* If Contractor refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract or any extension thereof, or otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the Agency Head or designee may notify Contractor in writing of the delay or nonperformance and if not cured in ten (10) days or any longer time specified in writing by the Agency Head or designee, such officer may terminate Contractor's right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the Agency Head or designee may procure similar supplies or services in a manner and upon terms deemed appropriate by the Agency Head or designee. Contractor shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.
- b. *Contractor's Duties.* Notwithstanding termination of the contract and subject to any directions from the procurement officer, Contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of Contractor in which the State has an interest.
- c. *Compensation.* Payment for completed services delivered and accepted by the State shall be at the contract price. The State may withhold from amounts due Contractor such sums as the Agency Head or designee deems to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders and to reimburse the State for the excess costs incurred in procuring similar goods and services.
- d. *Excuse for Nonperformance or Delayed Performance.* Except with respect to defaults of subcontractors, Contractor shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by Contractor to make progress in the prosecution of the work hereunder which endangers such performance) if Contractor has notified the Agency Head or designee within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the State and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, Contractor shall not be deemed to be in default, unless the services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit Contractor to meet the contract requirements. Upon request of Contractor, the Agency Head or designee shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, Contractor's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly, subject to the rights of the State under the clause entitled in fixed-price contracts, "Termination for Convenience". (As used in this Paragraph of this clause, the term "subcontractor" means subcontractor at any tier).
- e. *Erroneous Termination for Default.* If, after notice of termination of Contractor's right to proceed under the provisions of this clause, it is determined for any reason that the contract was not in default under the provisions of this clause, or that the delay was excusable under the provisions of

Paragraph (4) (Excuse for Nonperformance or Delayed Performance) of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the State, be the same as if the notice of termination had been issued pursuant to such clause.

- f. *Additional Rights and Remedies.* The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under this contract.
13. Termination Upon Bankruptcy. This contract may be terminated in whole or in part by Agency upon written notice to Contractor, if Contractor should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by Contractor of an assignment for the benefit of its creditors. In the event of such termination, Contractor shall be entitled to recover just and equitable compensation for satisfactory work performed under this contract, but in no case shall said compensation exceed the total contract price.
14. Trade Secrets, Commercial and Financial Information. It is expressly understood that Mississippi law requires that the provisions of this contract which contain the commodities purchased or the personal or professional services provided, the price to be paid, and the term of the contract shall not be deemed to be a trade secret or confidential commercial or financial information and shall be available for examination, copying, or reproduction.
15. Transparency. This contract, including any accompanying exhibits, attachments, and appendices, is subject to the “Mississippi Public Records Act of 1983,” and its exceptions. See Mississippi Code Annotated §§ 25-61-1 *et seq.* and Mississippi Code Annotated § 79-23-1. In addition, this contract is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Mississippi Code Annotated §§ 27-104-151 *et seq.* Unless exempted from disclosure due to a court-issued protective order, a copy of this executed contract is required to be posted to the Department of Finance and Administration’s independent agency contract website for public access at <http://www.transparency.mississippi.gov>. Information identified by Contractor as trade secrets, or other proprietary information, including confidential vendor information or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes, will be redacted.
16. Approval Clause. It is understood that if this contract requires approval by the Public Procurement Review Board and/or the Mississippi Department of Finance and Administration Office of Personal Service Contract Review and this contract is not approved by the PPRB and/or OPSCR, it is void and no payment shall be made hereunder.
17. Acknowledgment of Amendments. Bidders shall acknowledge receipt of any amendment to the solicitation by signing and returning the amendment with the bid, by identifying the amendment number and date in the space provided for this purpose on the bid form, or by letter. The acknowledgment must be received by the [agency] by the time and at the place specified for receipt of bids.

18. Certification of Independent Price Determination. The bidder certifies that the prices submitted in response to the solicitation have been arrived at independently and without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to those prices, the intention to submit a bid, or the methods or factors used to calculate the prices bid.

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

ATTACHMENT F

Areas of Coverage

List of Counties and School Districts to be served:

Statewide

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

1000 (Unlimited ability to scale up to a higher number as needed)

Company Name: 360 Degree Academy, Inc. _____

Signature and Date: _____

Name and Title: Charity Warigon, President and CEO _____

ATTACHMENT G

Additional Data

The company has no other disclosures to make at the time of this writing.

Company Name: 360 Degree Academy, Inc

Signature and Date: _____

Name and Title: Charity Warigon, President and CEO

ATTACHMENT H

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

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

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

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

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

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

- Pre-ETS **may not be provided** to an individual who does not meet the definition of a student with a disability.
- The Counselor with the Provider will schedule appointments with the Special Education Director for each school district to be served to introduce the Provider and to discuss their planned Pre-ETS activities for the school year/summer before any services begin.

Referral Process for PE Students

1. The Counselor will work with the school district to obtain **new PE student** referrals and complete their “OVR Potentially Eligible Student Pre-ETS Referral Form” (MDRS-TY-04a). PE students who are under the age of 21 must have their parents/guardians sign and date the form to give their consent for Pre-ETS activities. (**Most school districts require parental consent no matter the age.**)
2. The Counselor will complete the “Pre-Employment Transition Services Provider Information” section on form MDRS-TY-04a for the student, parent/guardian, and referring educational agency to review and approve.
3. The Counselor will confirm all the required data fields are correctly completed by the student/parent or guardian, and the referring educational agency, and then enter the PE referral in the AACE Referral Module using the date of receipt as the application date. Once the ‘PE Participant Case’ has been open and the Pre-ETS Provider has been contacted, then Pre-ETS activities may begin.
4. The Counselor will maintain a hard copy case file on all PE students. If a VR case is later opened, the Counselor will place a copy of the PE information in the VR case file.
5. Students who already have an open PE case and want Pre-ETS through the local Provider will need to convey this request to their Counselor. A new “OVR Potentially Eligible Student Pre-ETS Referral Form” is **not required**.

However, on the existing PE referral form, the Counselor will need to update the “Pre-Employment Transition Services Provider Information” section with the local Provider’s information, and then send a copy of the form to the Provider.

Authorization Process

1. **Before Pre-ETS activities may begin for a PE student**, the Counselor will issue an authorization for the agreed upon Pre-ETS and send it, with a copy of the MDRS-TY-04a form with the “Pre-Employment Transition Services Provider Information” section completed to the chosen Provider. If an authorization must be sent to a Provider’s headquarters or billing service, the Counselor should email a copy to the local Provider who will actually be providing the service.
2. **When Pre-ETS activities are needed for a VR eligible student**, the Counselor must develop/amend the student’s IPE to include the Pre-ETS services and his/her chosen Provider. The Counselor will then issue the authorization for the VR student’s Pre-ETS and send it, along with a copy of the VR student’s Initial Interview form (MDRS-VR-04), to the chosen Provider.
3. The Counselor will create the authorization for the full period of time the Pre-ETS are to be provided (not to exceed three months), and will include each Pre-ETS activity required by the PE/VR student. This authorization should be created for no more than one semester at a time.

Changes in the Provision of Pre-ETS

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

Completion of Provision Form

1. The Provider will complete the “Pre-ETS Provision Form” (MDRS-VR-61) for each **PE/VR student** served. This Provision form can be completed daily, weekly, or monthly based on the number of Pre-ETS activities provided to the student. A brief daily description of each Pre-ETS activity is to be included with the total number of units per Pre-ETS. The Provider will submit the completed the “Pre-ETS Provision Forms” back to the Counselor monthly.
2. The Provider and the PE/VR student are required to sign and date the “Pre-ETS Provision Form”.
3. The Provider and Counselor understand that prep and travel time cannot be billed. Only the Pre-ETS unit costs on the “Pre-ETS Provision Form” will be paid.
4. The Counselor will review the “Provider Pre-ETS Provision Forms” and return any with errors back to the Provider to be corrected.
5. The Counselor will keep a copy of the “Provider Pre-ETS Provision Form” in the PE/VR student’s file.

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

1. Parties. The parties to this contract are the Mississippi Department of Rehabilitation Services (hereinafter “MDRS”) and [Contractor Name] (hereinafter “Contractor”).
2. Purpose. The purpose of this contract is for MDRS to engage Contractor to provide certain professional services as set forth in RFQ 3180002020, 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 August 4, 2023 and ending on August 3, 2024, 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: _____
Billy Taylor, Chief of Staff
Mississippi Department of Rehabilitation Services

May 17, 2023

DATE

By: _____
Charity Warigon, President & CEO

EXHIBIT A

GENERAL TERMS AND CONDITIONS

1. Anti-assignment/subcontracting. Contractor acknowledges that it was selected by the State to perform the services required hereunder based, in part, upon Contractor's special skills and expertise. Contractor shall not assign, subcontract, or otherwise transfer this agreement, in whole or in part, without the prior written consent of the State, which the State may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer of its obligations without such consent shall be null and void. No such approval by the State of any subcontract shall be deemed in any way to provide for the incurrence of any obligation of the State in addition to the total fixed price agreed upon in this agreement. Subcontracts shall be subject to the terms and conditions of this agreement and to any conditions of approval that the State may deem necessary. Subject to the foregoing, this agreement shall be binding upon the respective successors and assigns of the parties.
2. Applicable Law. The contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws, provisions, and any litigation with respect thereto shall be brought in the courts of the State. Contractor shall comply with applicable federal, state, and local laws and regulations.
3. Attorneys' Fees and Expenses. Subject to other terms and conditions of this agreement, in the event Contractor defaults in any obligations under this agreement, Contractor shall pay to the State all costs and expenses (including, without limitation, investigative fees, court costs, and attorney's fees) incurred by the State in enforcing this agreement or otherwise reasonably related thereto. Contractor agrees that under no circumstances shall the customer be obligated to pay any attorney's fees or costs of legal action to Contractor.
4. Availability of Funds. It is expressly understood and agreed that the obligation of MDRS to proceed under this agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to MDRS, MDRS shall have the right upon ten (10) working days written notice to Contractor, to terminate this agreement without damage, penalty, cost or expenses to MDRS of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.
5. Compliance with Laws. Contractor understands that the Mississippi Department of Rehabilitation Services is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and Contractor agrees during the term of the agreement that Contractor will strictly adhere to this policy in its employment practices and provision of services. Contractor shall comply with, and all activities under this agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.
6. Conflict of Interest. The contractor, subcontractor, employee, or consultant, has certified that, to the best of its knowledge and belief, there are no relevant facts or circumstances that could give rise to an organizational or personal conflict of interest for the organization or any of its staff, and that the contractor, subcontractor,

employee, or consultant has disclosed all such relevant information if such a conflict of interest appears to exist to a reasonable person with knowledge of the relevant facts (or if such a person would question the impartiality of the contractor, subcontractor, employee, or consultant). Conflicts may arise in the following situations:

- a. ***Unequal access to information*** - A potential contractor, subcontractor, employee, or consultant has access to non-public information through its performance on a government contract.
- b. ***Biased ground rules*** - A potential contractor, subcontractor, employee, or consultant has worked, in one government contract, or program, on the basic structure or ground rules of another government contract.
- c. ***Impaired objectivity*** - A potential contractor, subcontractor, employee, or consultant, or member of their immediate family (spouse, parent, or child) has financial or other interests that would impair, or give the appearance of impairing, impartial judgment in the evaluation of government programs, in offering advice or recommendations to the government, or in providing technical assistance or other services to recipients of Federal funds as part of its contractual responsibility. “Impaired objectivity” includes but is not limited to the following situations that would cause a reasonable person with knowledge of the relevant facts to question a person's objectivity:
 - i. Financial interests or reasonably foreseeable financial interests in or in connection with products, property, or services that may be purchased by an educational agency, a person, organization, or institution in the course of implementing any program administered by the Department;
 - ii. Significant connections to teaching methodologies that might require or encourage the use of specific products, property, or services; or
 - iii. Significant identification with pedagogical or philosophical viewpoints that might require or encourage the use of a specific curriculum, specific products, property, or services.

Offerors must provide the disclosure described above on any actual or potential conflict (or apparent conflict of interest) of interest regardless of their opinion that such a conflict or potential conflict (or apparent conflict of interest) would not impair their objectivity.

In a case in which an actual or potential conflict (or apparent conflict of interest) is disclosed, the Department will take appropriate actions to eliminate or address the actual or potential conflict (or apparent conflict of interest), including but not limited to mitigating or neutralizing the conflict, when appropriate, through such means as ensuring a balance of views, disclosure with the appropriate disclaimers, or by restricting or modifying the work to be performed to avoid or reduce the conflict. In this clause, the term “potential conflict” means reasonably foreseeable conflict of interest.

The contractor, subcontractor, employee, or consultant agrees that if “impaired objectivity”, or an actual or potential conflict of interest (or apparent conflict of interest) is discovered after the award is made, it will make a full disclosure in writing to the contracting officer. This disclosure shall include a description of actions that the contractor has taken or proposes to take, after consultation with the contracting officer, to avoid, mitigate, or neutralize the actual or potential conflict (or apparent conflict of interest).

The Government may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid the appearance of a conflict of interest. If the contractor was aware of a potential conflict of interest prior to award or discovered an actual or potential conflict (or apparent conflict of interest) after award and did not disclose or misrepresented relevant information to the contracting officer, the Government may

terminate the contract for default, or pursue such other remedies as may be permitted by law or this contract. These remedies include imprisonment for up to five years for violation of [18 U.S.C. 1001](#) and fines of up to \$5,000 for violation of [31 U.S.C. 3802](#). Further remedies include suspension or debarment from contracting with the Federal government. The contractor may also be required to reimburse the Department for costs the Department incurs arising from activities related to conflicts of interest. An example of such costs would be those incurred in processing [Freedom of Information Act](#) requests related to a conflict of interest.

In cases where remedies short of termination have been applied, the contractor, subcontractor, employee, or consultant agrees to eliminate the organizational conflict of interest, or mitigate it to the satisfaction of the contracting officer.

The contractor further agrees to insert in any subcontract or consultant agreement hereunder, provisions that conform substantially to the language of this clause, including specific mention of potential remedies and this paragraph.

7. Disputes. Any dispute concerning a question of fact arising under this Contract shall be disposed of by good faith negotiation between duly authorized representative of MDRS and the Contractor. Disputes that cannot be resolved in this manner shall be determined by a court of competent jurisdiction in Hinds County, Mississippi. Pending final decision of a dispute, the Contractor shall proceed diligently with the performance of its obligation in this agreement.
8. E-Payment. Contractor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The agency agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies," which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of invoice. Mississippi Code Annotated § 31-7-301 et seq.
9. E-Verification. If applicable, Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008, and will register and participate in the status verification system for all newly hired employees. Mississippi Code Annotated §§ 71-11-1 et seq. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor agrees to maintain records of such compliance. Upon request of the State and after approval of the Social Security Administration or Department of Homeland Security when required, Contractor agrees to provide a copy of each such verification. Contractor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws. The breach of this agreement may subject Contractor to the following:
 - a. termination of this contract for services and ineligibility for any state or public contract in Mississippi for up to three (3) years with notice of such cancellation/termination being made public;
 - b. the loss of any license, permit, certification or other document granted to Contractor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year; or,

c. both.

In the event of such cancellation/termination, Contractor would also be liable for any additional costs incurred by the State due to Contract cancellation or loss of license or permit to do business in the State.

10. Entire Agreement. This Contract constitutes the entire agreement of the parties with respect to the subject matter contained herein and supersedes and replaces any and all prior negotiations, understandings and agreements, written or oral, between the parties relating thereto.
11. Failure to Deliver. In the event of failure of Contractor to deliver services in accordance with the contract terms and conditions, MDRS, after due oral or written notice, may procure the services from other sources and hold Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that MDRS may have.
12. Failure to Enforce. Failure by MDRS at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of MDRS to enforce any provision at any time in accordance with its terms.
13. Force Majeure. Each party shall be excused from performance for any period and to the extent that it is prevented from performing any obligation or service, in whole or in part, as a result of causes beyond the reasonable control and without the fault or negligence of such party and/or its subcontractors. Such acts shall include without limitation acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, earthquakes, floods, or other natural disasters (“force majeure events”). When such a cause arises, Contractor shall notify the State immediately in writing of the cause of its inability to perform, how it affects its performance, and the anticipated duration of the inability to perform. Delays in delivery or in meeting completion dates due to force majeure events shall automatically extend such dates for a period equal to the duration of the delay caused by such events, unless the State determines it to be in its best interest to terminate the agreement.
14. HIPAA Compliance. Contractor agrees to comply with the “Administrative Simplification” provisions of the Health Insurance Portability and Accountability Act of 1996, including electronic data interchange, code sets, identifiers, security, and privacy provisions, as may be applicable to the services under this contract.
15. Indemnification. To the fullest extent allowed by law, Contractor shall indemnify, defend, save and hold harmless, protect, and exonerate the agency, its commissioners, board members, officers, employees, agents, and representatives, and the State of Mississippi from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever including, without limitation, court costs, investigative fees and expenses, and attorney’s fees, arising out of or caused by Contractor and/or its partners, principals, agents, employees and/or subcontractors in the performance of or failure to perform this agreement. In the State’s sole discretion upon approval of the Office of the Mississippi Attorney General, Contractor may be allowed to control the defense of any such claim, suit, etc. In the event Contractor defends said claim, suit, etc., Contractor shall use legal counsel acceptable to the Office of the Mississippi Attorney General. Contractor shall be solely responsible for all costs and/or expenses associated with such defense, and the State shall be entitled to participate in said defense. Contractor shall not settle any claim, suit, etc. without the concurrence of the Office of the Mississippi Attorney General, which shall not be unreasonably withheld.

16. Independent Contractor Status. Contractor shall, at all times, be regarded as and shall be legally considered an independent contractor and shall at no time act as an agent for the State. Nothing contained herein shall be deemed or construed by the State, Contractor, or any third party as creating the relationship of principal and agent, master and servant, partners, joint ventures, employer and employee, or any similar such relationship between the State and Contractor. Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any acts of the State or Contractor hereunder creates, or shall be deemed to create a relationship other than the independent relationship of the State and Contractor. Contractor's personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of the State. Neither Contractor nor its employees shall, under any circumstances, be considered servants, agents, or employees of MDRS, and MDRS shall be at no time legally responsible for any negligence or other wrongdoing by Contractor, its servants, agents, or employees. MDRS shall not withhold from the contract payments to Contractor any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to Contractor. Further, MDRS shall not provide to Contractor any insurance coverage or other benefits, including Worker's Compensation, normally provided by the State for its employees.
17. Insurance. The Contractor represents that it will maintain workers' compensation insurance as required by the State of Mississippi which shall inure to the benefit of all the Contractor's personnel provided hereunder. The Mississippi Department of Rehabilitation Services reserves the right to request from carriers, certificates of insurance regarding the required coverage. Insurance carriers must be licensed or hold a Certificate of Authority from the Mississippi Department of Insurance.
18. Modification or Renegotiation. This agreement may be modified only by written agreement signed by the parties hereto. The parties agree to renegotiate the agreement if federal and/or state revisions of any applicable laws or regulations make changes in this agreement necessary.
19. Non-solicitation of Employees. Each party to this agreement agrees not to employ or to solicit for employment, directly or indirectly, any persons in the full-time or part-time employment of the other party until at least six (6) months after this agreement terminates unless mutually agreed to in writing by the State and Contractor.
20. Ownership of Documents and Work Papers. MDRS shall own all documents, files, reports, work papers and working documentation, electronic or otherwise, created in connection with the project which is the subject of this agreement, except for Contractor's internal administrative and quality assurance files and internal project correspondence. Contractor shall deliver such documents and work papers to MDRS upon termination or completion of the agreement. The foregoing notwithstanding, Contractor shall be entitled to retain a set of such work papers for its files. Contractor shall be entitled to use such work papers only after receiving written permission from MDRS and subject to any copyright protections.

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

Paper documents containing Personally Identifiable Information must be destroyed by burning, pulping, shredding, macerating, or other similar means that ensures the information cannot be recovered. If there are electronic devices and media (for example, computers, disk drives, CD's, Jump/Flash drives, magnetic tape, etc.)

that need to be disposed of, please contact MDRS for further guidance on approved methods on destroying electronic devices and related media.

21. Paymode. Payments by state agencies using the State's accounting system shall be made and remittance information provided electronically as directed by the State. These payments shall be deposited into the bank account of Contractor's choice. The State may, at its sole discretion, require Contractor to electronically submit invoices and supporting documentation at any time during the term of this Agreement. Contractor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.
22. Personally Identifiable Information. Contractor will not disclose or release any Personally Identifiable Information (PII) to which the Contractor has access except as required to do so to authorized employees and officials within the scope of the Contractor's duties under this contract. Furthermore, Contractor acknowledges that any unauthorized disclosure of the information provided under this contract may violate the terms of Section 1106 of the Social Security Act and the Privacy Act, 5 U.S.C. 552a and subject the Contractor to penalties.
23. Procurement Regulations. The contract shall be governed by the applicable provisions of the Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations, a copy of which is available at 501 North West Street, Suite 701E, Jackson, Mississippi 39201 for inspection, or downloadable at <http://www.DFA.ms.gov>.
24. Record Retention and Access to Records. Provided Contractor is given reasonable advance written notice and such inspection is made during normal business hours of Contractor, the State or any duly authorized representatives shall have unimpeded, prompt access to any of Contractor's books, documents, papers, and/or records which are maintained or produced as a result of the project for the purpose of making audits, examinations, excerpts, and transcriptions. All records related to this agreement shall be retained by Contractor for three (3) years after final payment is made under this agreement and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this project is commenced before the end of the three (3) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the three (3) year period, whichever is later.
25. Recovery of Money. Whenever, under the contract, any sum of money shall be recoverable from or payable by Contractor to MDRS, the same amount may be deducted from any sum due to Contractor under the contract or under any other contract between Contractor and MDRS. The rights of MDRS are in addition and without prejudice to any other right MDRS may have to claim the amount of any loss or damage suffered by MDRS on account of the acts or omissions of Contractor.
26. Representation Regarding Contingent Fees. Contractor represents that it has not retained a person to solicit or secure a state contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in Contractor's bid or statement of qualifications.
27. Representation Regarding Gratuities. The bidder, offeror, or Contractor represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 6-204 (Gratuities) of the Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations.

28. Requirements Contract. During the period of the contract, Contractor shall provide all the service described in the contract. Contractor understands and agrees that this is a requirements contract and that the Mississippi Department of Rehabilitation Services shall have no obligation to Contractor if no services are required. Any quantities that are included in the scope of work reflect the current expectations of the Mississippi Department of Rehabilitation Services for the period of the contract. The amount is only an estimate and Contractor understands and agrees that MDRS is under no obligation to Contractor to buy any amount of the services as a result of having provided this estimate or of having any typical or measurable requirement in the past. Contractor further understands and agrees that MDRS may require services in an amount less than or in excess of the estimated annual contract amount and that the quantity actually used, whether in excess of the estimate or less than the estimate, shall not give rise to any claim for compensation other than the total of the unit prices in the contract for the quantity actually used.
29. Right to Audit. Contractor shall maintain such financial records and other records as may be prescribed by MDRS or by applicable federal and state laws, rules, and regulations. Contractor shall retain these records for a period of three years after final payment, or until they are audited by MDRS, whichever event occurs first. These records shall be made available during the term of the contract and the subsequent three-year period for examination, transcription, and audit by the Mississippi State Auditor's Office, its designees, or other authorized bodies.
30. Severability. If any part of this agreement is declared to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of the agreement that can be given effect without the invalid or unenforceable provision, and to this end the provisions hereof are severable. In such event, the parties shall amend the agreement as necessary to reflect the original intent of the parties and to bring any invalid or unenforceable provisions in compliance with applicable law.
31. Stop Work Order.
- 1) Order to Stop Work: The Chief Procurement Officer, may, by written order to Contractor at any time, and without notice to any surety, require Contractor to stop all or any part of the work called for by this contract. This order shall be for a specified period not exceeding 90 days after the order is delivered to Contractor, unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, Contractor shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the Chief Procurement Officer shall either:
 - a) cancel the stop work order; or,
 - b) terminate the work covered by such order as provided in the Termination for Default clause or the Termination for Convenience clause of this contract.
 - 2) Cancellation or Expiration of the Order: If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, Contractor shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or Contractor price, or both, and the contract shall be modified in writing accordingly, if:

- a) the stop work order results in an increase in the time required for, or in Contractor's cost properly allocable to, the performance of any part of this contract; and,
 - b) Contractor asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage; provided that, if the Chief Procurement Officer decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this contract.
- 3) Termination of Stopped Work: If a stop work order is not canceled and the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise.
 - 4) Adjustments of Price: Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment clause of this contract.

32. Termination for Convenience.

- a. *Termination.* MDRS may, when the interests of the State so require, terminate this contract in whole or in part, for the convenience of the State. MDRS shall give written notice of the termination to Contractor specifying the part of the contract terminated and when termination becomes effective.
- b. *Contractor's Obligations.* Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination Contractor will stop work to the extent specified. Contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. MDRS may direct Contractor to assign Contractor's right, title, and interest under terminated orders or subcontracts to the State. Contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

33. Termination for Default.

- a. *Default.* If Contractor refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract or any extension thereof, or otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the Agency Head or designee may notify Contractor in writing of the delay or nonperformance and if not cured in ten (10) days or any longer time specified in writing by the Agency Head or designee, such officer may terminate Contractor's right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the Agency Head or designee may procure similar supplies or services in a manner and upon terms deemed appropriate by the Agency Head or designee. Contractor shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.
- b. *Contractor's Duties.* Notwithstanding termination of the contract and subject to any directions from the procurement officer, Contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of Contractor in which the State has an interest.

- c. *Compensation.* Payment for completed services delivered and accepted by the State shall be at the contract price. The State may withhold from amounts due Contractor such sums as the Agency Head or designee deems to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders and to reimburse the State for the excess costs incurred in procuring similar goods and services.
 - d. *Excuse for Nonperformance or Delayed Performance.* Except with respect to defaults of subcontractors, Contractor shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by Contractor to make progress in the prosecution of the work hereunder which endangers such performance) if Contractor has notified the Agency Head or designee within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the State and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, Contractor shall not be deemed to be in default, unless the services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit Contractor to meet the contract requirements. Upon request of Contractor, the Agency Head or designee shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, Contractor's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly, subject to the rights of the State under the clause entitled (in fixed-price contracts, "Termination for Convenience," in cost-reimbursement contracts, "Termination"). (As used in this Paragraph of this clause, the term "subcontractor" means subcontractor at any tier).
 - e. *Erroneous Termination for Default.* If, after notice of termination of Contractor's right to proceed under the provisions of this clause, it is determined for any reason that the contract was not in default under the provisions of this clause, or that the delay was excusable under the provisions of Paragraph (4) (Excuse for Nonperformance or Delayed Performance) of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the State, be the same as if the notice of termination had been issued pursuant to such clause.
 - f. *Additional Rights and Remedies.* The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under this contract.
34. Termination upon Bankruptcy. This contract may be terminated in whole or in part by the Mississippi Department of Rehabilitation Services upon written notice to Contractor, if Contractor should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by Contractor of an assignment for the benefit of its creditors. In the event of such termination, Contractor shall be entitled to recover just and equitable compensation for satisfactory work performed under this contract, but in no case shall said compensation exceed the total contract price.
35. Trade Secrets, Commercial and Financial Information. It is expressly understood that Mississippi law requires that the provisions of this contract which contain the commodities purchased or the personal or professional services provided, the price to be paid, and the term of the contract shall not be deemed to be a trade secret or confidential commercial or financial information and shall be available for examination, copying, or reproduction.

36. Transparency. This contract, including any accompanying exhibits, attachments, and appendices, is subject to the “Mississippi Public Records Act of 1983,” and its exceptions. See Mississippi Code Annotated §§ 25-61-1 et seq. and Mississippi Code Annotated § 79-23-1. In addition, this contract is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Mississippi Code Annotated §§ 27-104-151 et seq. Unless exempted from disclosure due to a court-issued protective order, a copy of this executed contract is required to be posted to the Department of Finance and Administration’s independent agency contract website for public access at <http://www.transparency.mississippi.gov>. Information identified by Contractor as trade secrets, or other proprietary information, including confidential vendor information or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes, will be redacted.
37. Waiver. No delay or omission by either party to this agreement in exercising any right, power, or remedy hereunder or otherwise afforded by contract, at law, or in equity shall constitute an acquiescence therein, impair any other right, power or remedy hereunder or otherwise afforded by any means, or operate as a waiver of such right, power, or remedy. No waiver by either party to this agreement shall be valid unless set forth in writing by the party making said waiver. No waiver of or modification to any term or condition of this agreement will void, waive, or change any other term or condition. No waiver by one party to this agreement of a default by the other party will imply, be construed as or require waiver of future or other defaults.
38. Approval Clause. It is understood that if this contract requires approval by the Public Procurement Review Board and/or the Mississippi Department of Finance and Administration Office of Personal Service Contract Review and this contract is not approved by the PPRB and/or OPSCR, it is void and no payment shall be made hereunder.

EXHIBIT “B”

SERVICES AND COMPENSATION

SCOPE OF SERVICES

In fulfillment of the purposes of this Agreement, the Contractor shall provide individualized pre-employment transition services throughout the State of Mississippi for students with disabilities who are served by MDRS. Services shall be provided in accordance with the terms set forth in the Request for Qualifications [RFQ 3180002020] issued by MDRS, and are further described in Exhibit “D”, captioned “PRE-ETS Statement of Qualifications”, attached hereto and made a part hereof by reference.

COMPENSATION

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

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

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

EXHIBIT “C”

NOTIFICATIONS

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

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

[with Copy to Contract Coordinator]

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

EXHIBIT D

PRE-ETS Statement of Qualifications

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