

**STATE OF MISSISSIPPI**  
**MISSISSIPPI DEPARTMENT OF HUMAN SERVICES**  
**DIVISION OF YOUTH SERVICES**

660 North Street, Suite 200  
Jackson, Mississippi 39202



**Request For Proposals (RFP)**

*Speech/Occupational Therapy Services*  
**#SPEOCC2014-3**

Release Date: July 2, 2014

Deadline for Submission of Proposals: September 2, 2014

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Executive Director

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**MISSISSIPPI DEPARTMENT OF HUMAN SERVICES  
DIVISION OF YOUTH SERVICES**

Request For Proposals- Speech/Occupational Therapy Services (RFP# SPEOCC2014-3)  
Oakley Youth Development Center, Raymond, Mississippi

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# Mississippi Department of Human Services / Division of Youth Services Request For Proposals (RFP), RFP# SPEOCC2014-3

## 1.0 SPECIFICATIONS, TERMS, AND CONDITIONS FOR SERVICES

### 1.1 General Statement:

The Division of Youth Services (DYS) administers the Institutional and Community Services program for juveniles who have been adjudged delinquent by Mississippi Youth Courts or who are at risk of becoming delinquent. DYS also provides a mechanism to coordinate services and share resources, with emphasis upon reducing the number of young offenders being placed in State custody.

DYS is mandated by statute to provide and administer professional counseling and related services to children brought before the Mississippi Youth Courts (Section 43-24-20, Mississippi Code of 1972, Annotated), and to provide and administer Institutional Services twenty-four (24) hours per day seven (7) days per week for delinquent children committed to the DYS custody by the Mississippi Youth Courts (Section 43-27-22, Mississippi Code of 1972, Annotated). In addition, Morgan vs. Sproat, the settlement with the US Department of Justice civil actions and the Mississippi Youth Courts Act require DYS to provide medical and routine services for children placed in these institutions. The services as requested in the RFP are necessary for the daily health and safety of the students who are committed to Oakley Youth Development Center (OYDC).

**Division of Youth Services' Mission:** The mission of DYS is to provide leadership for change for youth, family units, and communities. DYS provides professional counseling, probation supervision and related services to children in their home communities, as well as education, rehabilitation and treatment services to children committed to institutional care. The Division operates by creating legitimate, alternative pathways to adulthood through equal access to services that are least intrusive, culturally sensitive and consistent with the highest professional standards.

**Division of Youth Services' Objectives:** The purpose of the services shall outline and structure a long range proposal that shall establish psychological testing/counseling services for students at OYDC. OYDC has been providing services to youth ranging from 10-17 years old since 1942. Oakley has "at-risk" youth from a diverse population where both boys and girls on our campus have been involved with the juvenile justice system. As a result, they in turn benefit from our educational, medical, rehabilitative, and recreational services. Some examples of these services we offer youth include higher education classes, job interest assessments, character development, library services, vocational training (such as carpentry, small engine repair, welding, etc.), and G.E.D. and A.C.T. preparation and testing to name a few.

**1.2 Description of Services:**

All services provided by Independent Contractor shall be provided in accordance with requirements found in the Description of Services (**Exhibit B**).

**1.3 Procurement Schedule:**

The schedule for this procurement is as follows:

- A. DYS advertises RFP in Clarion Ledger **Wednesday, July 2, 2014**
- B. DYS 2<sup>nd</sup> advertisement of RFP **Wednesday, July 16, 2014**
- C. DYS releases the RFP **Wednesday, July 2, 2014**  
(Available on MDHS' website: [www.mdhs.state.ms.us](http://www.mdhs.state.ms.us))
- D. Mandatory Letter of Intent **4:00 p.m., Monday, July 28, 2014**
- E. Deadline for the Submission of Questions **Thursday, August 7, 2014**
- F. Deadline for MDHS Reply to Questions **Tuesday, August 15, 2014**  
(Available on MDHS' website: [www.mdhs.state.ms.us](http://www.mdhs.state.ms.us))
- G. Deadline for Submission of Proposals **4:00 p.m., Tuesday, September 2, 2014**
- H. Proposal Evaluation **Thursday, September 4, 2014**
- I. Notification of Proposers **Tuesday, September 16, 2014**
- J. Submission of Contract Documents to PSCRB **Friday, September 19, 2014**  
(If applicable)
- K. Proposed Contract Start Date **Saturday, November 1, 2014**

**NOTE:** The Mississippi Department of Human Services (MDHS) reserves the right to adjust this schedule as it deems necessary. Proposals must be received by MDHS no later **4:00 p.m., Central Standard Time, Tuesday, September 2, 2014**. Proposals must be mailed or hand delivered to: **Mr. James Maccarone, Director, Division of Youth Services, 660 North Street, Suite 200, Jackson, Mississippi 39202.**

Proposals must be received by MDHS no later than the official deadline of:

**4:00 p.m., Central Time, Monday, August 25, 2014**

Proposals must be mailed to: Post Office Box 352, Jackson, Mississippi 39205 or MDHS, Division of Youth Services, ATTN: James Maccarone, Director, Division of Youth Services, 660 North Street, Suite 200, Jackson, Mississippi 39202 for the purpose of purchasing the following services.

**Speech/Occupational Therapy Services for the Oakley Youth Development Center (OYDC) located in Raymond, Mississippi.**

Proposals must be received by the above named party by the official deadline to be considered. Proposals will be time stamped as they are received by MDHS.

Any proposals received after the deadline will be marked as being **LATE** and will not be evaluated. All proposals received by MDHS are deemed to be the property of MDHS and may be used as MDHS sees fit. MDHS will not be responsible for non-delivery or late delivery of proposals. **The proposer alone is responsible for ensuring that their submission packet is delivered to the appropriate MDHS personnel no later than the deadline.**

If using a commercial delivery company such as FedEx, UPS, USPS or any other public, private or commercial courier service that requires that you use their shipping package, your proposal should be sealed and labeled as stated above to prevent premature opening. Parties submitting proposals assume all risks of delivery, including late delivery, lost delivery or failure to deliver.

**Agencies of the State of Mississippi must adhere to extremely strict guidelines concerning Procurement, Bidding and RFP processes. Lapses in protocol or deviations from the published standards can result in formal objections, legal challenges and delays in the overall award process, which will ultimately result in failure to provide the necessary services to the citizens of Mississippi.**

***MDHS RESERVES THE RIGHT TO REJECT ANY AND ALL PROPOSALS WHERE THE PROPOSER TAKES EXCEPTION TO THE TERMS AND CONDITIONS OF THE RFP AND/OR FAILS TO MEET THE TERMS AND CONDITIONS AND/OR IN ANY WAY ATTEMPTS TO LIMIT THE RIGHTS OF MDHS AND/OR THE STATE OF MISSISSIPPI, INCLUDING BUT NOT LIMITED TO, THE REQUIRED CONTRACTUAL TERMS AND PROVISIONS SET FORTH IN THIS RFP.***

**1.4 Mandatory Letter of Intent.**

Proposers shall notify MDHS of their intention to submit a proposal under this announcement. Please submit the letter of intent by **Monday, July 28, 2014 by 4:00 p.m.** Central Standard Time. This letter of intent can be hand-delivered to 660 North Street, Suite 200, Jackson, Mississippi 39202, mailed to Post Office Box 352, Jackson, Mississippi 39205 or emailed to [james.maccarone@mdhs.ms.gov](mailto:james.maccarone@mdhs.ms.gov). The letter of intent shall include the title of this request for proposal (RFP), the proposer's organizational name and

address, one to two sentences stating that the proposer organization intends to submit a proposer for this contract, location of the service area, and the contact person's name, phone number, fax number and address and email address. *Note: If the Mandatory Letter of Intent is not received and does not consist of all the listed above items, the vendor's proposal will be rejected and will NOT be evaluated.*

## **2.0 MINIMUM PROPOSAL REQUIREMENTS**

- A). name of consultant, location of consultant's principal place of business, and the place of performance of the proposed contract,
- B). age of consultant's business and the average number of employees over the past three (3) years;
- C). resume' listing abilities, qualifications and experience of all individuals who will be assigned to provide the required services;
- D). listing of three contracts under which services similar in scope, size, or discipline were performed or undertaken, including at least two (2) references for current contracts or those awarded during the past three (3) years, list three (3) projects to include the names and addresses of the projects, the scope of the project, and the names and telephone numbers of the clients for reference purposes. All information on the proposal form must be completed. Incomplete or unsigned proposal forms will be rejected.);
- E). a plan giving as much detail as is practical explaining how the services will be performed; and,
- F). an estimate of price.

## **3.0 MINIMUM PROPOSER QUALIFICATIONS**

The proposer may be required before the award of any contract to show to the complete satisfaction of the Mississippi Department of Human Services that it has the necessary facilities, ability, and financial resources to provide the service specified therein in a satisfactory manner. The proposer may also be required to give a past history and references in order to satisfy the Mississippi Department of Human Services in regard to the proposer's qualifications. The Mississippi Department of Human Services may make reasonable investigations deemed necessary and proper to determine the ability of the proposer to perform the work, and the proposer shall furnish to the Mississippi Department of Human Services all information for this purpose that may be requested. The Mississippi Department of Human Services reserves the right to reject any offer if the evidence submitted by, or investigation of, the proposer fails to satisfy the Mississippi State Personnel Board that the proposer is properly qualified to carry out the obligations of the contract and to complete the work described therein.

Evaluation of the proposer's qualifications shall include:

- A). the ability, capacity, skill, financial, and other necessary resources to perform the work or provide the service required;
- B). the ability of the proposer to perform the work or provide the service promptly or within the time specified, without delay or interference;
- C). the character, integrity, reputation, judgment, experience, and efficiency of the proposer; and,
- D). the quality of performance of previous contracts or services.

#### **4.0 INSURANCE REQUIREMENTS**

Independent Contractor represents that it will maintain workers' compensation insurance which shall inure to the benefit of all Contractor's personnel provided hereunder, comprehensive general liability or professional liability insurance, with minimum limits of \$1,000,000.00 per occurrence and fidelity bond insurance with minimum limits of 25% of the total amount of the contract not to exceed \$1,000,000.00. All general liability, professional liability and fidelity bond insurance will provide coverage to the Mississippi Department of Human Services, Division of Youth Services as an additional insured. The Mississippi Department of Human Services, Division of Youth 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.

#### **5.0 TERM AND RENEWAL OF CONTRACTS**

It is the intention of MDHS/DYS to have the period of performance of this service begin on November 1, 2014 and shall end on October 31, 2015. After the first contract period ends, this agreement will be subject to a renewal for up to four (4) years at the same terms and conditions. The agreement (**Exhibit C**) will be made part of the ensuing contract with the vendor.

The contract may be renewed at the discretion of the agency upon written notice to the contractor at least 60 days prior to the contract anniversary date for a period of one year under the same prices, terms, and conditions as in the original contract. The total number of renewal years permitted shall not exceed four.

#### **6.0 COMPENSATION FOR SERVICES WILL BE IN THE FORM OF A FIRM-FIXED PRICE AGREEMENT**

The proposed contract will be in the form of a "Firm-Fixed-Price Contract." A firm-fixed price contract place responsibility on the Contractor for the delivery of the

commodity/service in accordance with the contract terms at the same price that is not subject to adjustments because of variations in the Contractor's cost performing the work specified in the contract. Contracts shall not become effective until they are actually executed by the Executive Director of MDHS.

## **7.0 REJECTION OF PROPOSALS**

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

- A). the proposal contains unauthorized amendments to the requirements of the RFP;
- B). the proposal is conditional;
- C). the proposal is incomplete or contains irregularities which make the proposal indefinite or ambiguous;
- D). the proposal is received late;
- E). the proposal is not signed by an authorized representative of the party;
- F). the proposal contains false or misleading statements or references; and,
- G). the proposal does not offer to provide all services required by the RFP.

## **8.0 ACCEPTANCE OF PROPOSALS**

MDHS/DYS reserves the right, in its sole discretion, to waive minor irregularities in proposals. A minor irregularity is a variation of the RFP which does not affect the price of the proposal, or give one party an advantage or benefit not enjoyed by other parties, or adversely impact the interest of MDHS. Waivers, when granted, shall in no way modify the RFP requirements or excuse the party from full compliance with the RFP specifications and other contract requirements, if the party is awarded the contract.

## **9.0 DISPOSITION OF PROPOSALS**

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

## **10.0 COMPETITIVE NEGOTIATION**

The bidding method to be used is that of competitive negotiation from which MDHS is seeking the best combination of price, experience and quality of service. Discussions may be conducted with proposers who submit proposals determined to be reasonably susceptible of being selected for award. Likewise, MDHS also reserves the right to accept any proposal as submitted for contract award, without substantive negotiation of offered

terms, services or prices. For these reasons, all parties are advised to propose their most favorable terms initially.

#### **11.0 RFP DOES NOT CONSTITUTE ACCEPTANCE OFFER**

The release of the Request for Proposal does not constitute an acceptance of any offer, nor does such release in any way obligate MDHS to execute a contract with any other party. MDHS reserves the right to accept, reject, or negotiate any or all offers on the basis of the evaluation criteria contained within this document. The final decision to execute a contract with any party rests solely with MDHS.

#### **12.0 EXCEPTIONS AND DEVIATIONS**

Proposers taking exception to any part or section of the solicitation shall indicate such exceptions in the proposal and shall be fully described. Failure to indicate any exception will be interpreted as the proposer's intent to comply fully with the requirements as written. Conditional or qualified offers, unless specifically allowed, shall be subject to rejection in whole or in part.

#### **13.0 NONCONFORMING TERMS AND CONDITIONS**

A proposal that includes terms and conditions that do not conform to the terms and conditions in the RFP is subject to rejection as non-responsive. DYS reserves the right to permit the proposer to withdraw nonconforming terms and conditions from its proposal prior to a determination by DYS of non-responsiveness based on the submission of nonconforming terms and conditions.

#### **14.0 PROPOSAL ACCEPTANCE PERIOD**

The original and three (3) copies of the proposal and all attachments (four (4) copies total) shall be signed and submitted in a sealed envelope or package to ***James Maccarone, Director, Division of Youth Services, 660 North Street, Suite 200, Jackson, Mississippi 39202 no later than 4:00 p.m. Tuesday, September 2, 2014.*** Timely submission of the proposal is the responsibility of the proposer. Proposers received after the specified time shall be rejected and returned to the proposer unopened. The envelope or package shall be marked with the proposal opening date and time and the number of the request for proposal. The time and date of receipt shall be indicated on the envelope or package by MDHS staff. Each page of the proposal and all attachments shall be identified with the name of the proposer.

#### **15.0 EXPENSES INCURRED IN PREPARING OFFERS**

MDHS accepts no responsibility for any expense incurred by the proposer in the preparation and presentation of an offer. Such expenses shall be borne exclusively by the proposer.

## **16.0 PROPRIETARY INFORMATION**

The proposer should mark any and all pages of the proposal considered to be proprietary information which may remain confidential in accordance with Section 25-61-9 and 79-23-1 of the Mississippi Code. 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. (See Exhibit D).

## **17.0 ADDITIONAL INFORMATION**

Questions about this Request for Proposal must be submitted in writing to *James Maccarone via email at [james.maccarone@mdhs.ms.gov](mailto:james.maccarone@mdhs.ms.gov) by 4:00 p.m. Thursday, August 7, 2014.* Proposers are cautioned that any statements made by the contact person that materially change any portion of the Request for Proposal shall not be relied upon unless subsequently ratified by a formal written amendment to the Request for Proposal.

## **18.0 DEBARMENT**

By submitting a proposal, the proposer certifies that it is not currently debarred from submitting bids for contracts issued by any political subdivision or agency of the State of Mississippi and that it is not an agent of a person or entity that is currently debarred from submitting bids for contracts issued by any political subdivision or agency of the state of Mississippi. (See Exhibit E).

## **19.0 REQUIRED CLAUSES FOR PROCUREMENT AND/OR STANDARD TERMS AND CONDITIONS**

**\* Contractor must make reference to all required clauses for procurement and/or standard terms and conditions.**

### **19.1 Acknowledgements of Amendments.**

Proposers shall acknowledge receipt of any amendment to the solicitation by signing and returning the amendment with the proposal, by identifying the amendment number and date in the space provided for this purpose on the proposal form, or by letter. The acknowledgement must be received by the Mississippi Department of Human Services/Division of Youth Services by the time and at the place specified for receipt of proposals.

### **19.2 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 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.

### **19.3 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 retained any person or agency on a percentage, commission, or contingent arrangement to secure this contract. *Note: Clause 18.3 shall be completed, signed and placed within the proposal. (See Exhibit F).*

### **19.4 E-Verification.**

Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act (Senate Bill 2988 from the 2008 Regular Legislative Session) and will register and participate in the status verification system for all newly hired employees. The term “employee” as used herein means any person that is hired to preform work within the State of Mississippi. As used herein, “status verification system” means the illegal Immigration Reform and Immigration responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor agrees to maintain records of such compliance and, upon request of the State, to provide a copy of each such verification to the State. Contractor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws of these warranties, the breach of which may subject Contractor to the following:

- A). Termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years with notice of such cancellation/termination being made public; or,
- B). The loss of any license, permit, certification or other document granted to Contractor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year; or,
- C). Both. In the event of such termination/cancellation, Contractor would also be liable for any additional costs incurred by the State due to Contract cancellation or loss of license or permit.

### **19.5 Transparency.**

This contract, including any accompanying exhibits, attachments, and appendices, is subject to the “Mississippi Public Records Act of 1983,” codified as section 25-61-1 et seq., Mississippi Code Annotated and exceptions found in Section 79-23-

1 of the Mississippi Code Annotated (1972, as amended). In addition, this contract is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008 (MATA), codified as Section 31-7-13 of the Mississippi Code Annotated (1972, as amended). Unless exempted from disclosure due to a court issued protective order, this contract is required to be posted to the Department of Finance and Administration's independent agency contract website for public access. Prior to posting the contract to the website, any information identified by the 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.

**19.6 Paymode.**

Payments by state agencies using the Statewide Automated Accounting System (SAAS) shall be made and remittance information provided electronically as directed by the State. These payments shall be deposited into the bank account of the Independent Contractor's choice. The State, may at its sole discretion, require the Independent Contractor to submit invoices and supporting documentation electronically, at any time, during the term of this Agreement. Independent Contractor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.

**19.7 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 the Mississippi law on Timely Payments for Purchases by Public Bodies," Section 31-7-301, et seq. Mississippi Code Annotated, as amended, which generally provides payment of undisputed amounts by the agency within forty-five (45) days of receipt of invoice.

**19.8 Representation Regarding Contingent Fees.**

The contractor represents that it has not retained a person to solicit or secure a State contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in contractor's proposal.

**19.9 Representation Regarding Gratuities.**

The proposer or contractor represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 7-204 (Gratuities) of the Mississippi Personal Service Contract Procurement Regulations.

#### **19.10 Applicable Law.**

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

#### **19.11 Availability of Funds.**

It is expressly understood and agreed that the obligation of the State 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 state, the state shall have the right upon ten (10) working days written notice to the contractor, to terminate this agreement without damage, penalty, cost or expenses to the state of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

#### **19.12 Procurement Regulations.**

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

#### **19.13 Confidentiality.**

The contractor shall agree to assure the confidentiality of any records obtained from the Mississippi Department of Human Services as required by state and federal privacy laws. No information, documents or other material provided to or prepared by the contractor deemed confidential by MDHS pursuant to state and federal privacy laws, shall be made available to any person or organization without the prior approval of MDHS. Any liability resulting from the wrongful disclosure of confidential information on the part of the contractor shall rest with the contractor.

#### **19.14 Stop Work Order.**

A). *Order to Stop Work.* The Procurement Officer of MDHS/DYS, may, by written order to the Contractor at any time, and without notice to any surety, require the 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 the 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, the 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:

- 1) cancel the stop work order; or,
  - 2). 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, the 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:
- 1) the stop work order results in an increase in the time required for, or in the Contractor’s cost properly allocable to, the performance of any part of this contract; and,
  - 2). the 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 the Contract.
- C). *Termination of Stopped Work.* If a stop work order is not canceled and the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise.
- D). *Adjustments of Price.* Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of this Contract.

#### **19.15 Compliance with Laws.**

The Contractor understands that the MDHS is an equal opportunity employer and herefore maintains a policy which prohibits unlawful discrimination based on

race, color, creed, sex, age, national origin, physical handicap, disability, or any other consideration made unlawful by federal, State, or local laws. All such discrimination is unlawful and the Contractor agrees during the term of the agreement that the Contractor will strictly adhere to this policy in its employment practices and provision of services. The 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.

**19.16 Anti-Assignment/Subcontracting.**

The Contractor acknowledges that it was selected by MDHS/DYS to perform the services required hereunder based, in part, upon the Contractor's special skills and expertise. The Contractor shall not assign, subcontract or otherwise transfer this agreement in whole or in part without the prior written consent of the MDHS, which the MDHS 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 MDHS 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 MDHS may deem necessary. Subject to the foregoing, this agreement shall be binding upon the respective successors and assigns of the parties.

**19.17 Approval.**

It is understood that the Contract is void and no payment shall be made in the event that the Mississippi Department of Human Services does not approve this contract.

**19.18 Termination for Convenience.**

- A). *Termination.* The Procurement Officer of the MDHS/DYS may, when the interests of the State so require, terminate this contract in whole or in part, for the convenience of the State. The Procurement Officer shall give written notice of the termination to the Contractor specifying the part of the contract terminated and when termination becomes effective.
  
- B). *Contractor's Obligations.* The Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the Contractor will stop work to the extent specified. The Contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The

Procurement Officer may direct the Contractor to assign the Contractor's right, title, and interest under terminated orders or subcontracts to the MDHS. The Contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

#### **19.19 Termination for Default.**

- A). *Default.* If the 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 otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the Procurement Officer of the MDHS may notify the Contractor in writing of the delay or nonperformance and if not cured in ten days or any longer time specified in writing by the Procurement Officer, such officer may terminate the Contractor's right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the Procurement Officer may procure similar supplies or services in a manner and upon terms deemed appropriate by the Procurement Officer. The 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, the Contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of the Contractor in which the State has an interest.
- C). *Compensation.* Payment for completed services delivered and accepted by the MDHS shall be at the contract price. The MDHS may withhold from amounts due the Contractor such sums as the Procurement Officer 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, the 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 the Contractor to make progress in the prosecution of the work hereunder which endangers such performance) if the Contractor has notified the Procurement Officer 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, the 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 the Contractor to meet the contract requirements.

Upon request of the Contractor, the Procurement Officer 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, the 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 "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 the 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.

#### **19.20 Unsatisfactory Work.**

If at any time during the contract term, the service performed or work done by the Contractor is considered by MDHS to create a condition that threatens the health, safety, or welfare of the citizens and/or employees of the State of Mississippi, the Contractor shall, on being notified by MDHS, immediately correct such deficient service or work. In the event the Contractor fails, after notice, to correct the deficient service or work immediately, MDHS shall have the right to order the correction of the deficiency by separate contract or with its own resources at the expense of the Contractor.

**20.0 EVALUATION PROCEDURE AND FACTORS TO BE CONSIDERED IN THE EVALUATION PROCESS:**

**20.1 Step One:**

Proposals will be reviewed to assure compliance with the minimum specifications (pages 6 to 8). Proposals that do not comply with the minimum specifications will be rejected immediately, receiving no further consideration. Proposers will be notified immediately that their proposal did not pass Step One of the Evaluation Process.

*20.1.1* The proposer may be required before the award of any contract to show the complete satisfaction of the Mississippi Department of Human Services that it has the necessary facilities, ability, and financial resources to provide the service specified therein in a satisfactory manner.

*20.1.2* The proposer may be required to give a past history and references in order to satisfy the Mississippi Department of Human Services in regard to the proposer’s minimum qualifications.

*20.1.3* The Mississippi Department of Human Services may make reasonable investigations deemed necessary and proposer to determine the ability of the proposer to perform the work, and the proposer shall furnish to the Mississippi Department of Human Services all information for this purpose that may be requested.

*20.1.4* The Mississippi Department of Human Services reserves the right to reject any offer if the evidence submitted by, or investigation of, the proposer fails to satisfy the Mississippi Department of Human Services that the proposer is properly qualified to carry out the obligations of the contract and to complete which shows all requirements to pass Step One.

*20.1.5* A checklist is provided in Exhibit G which shows all requirements to pass Step One.

**20.2 Step Two:**

Proposals that satisfactorily complete Step One will be reviewed/analyzed to determine if the proposal adequately meets the needs of the MDHS.

Factors to be considered are as follows:

<b>EVALUATION FACTORS FOR PERSONAL SERVICE CONTRACTS</b>	<b>MAXIMUM POINTS</b>
(1) A plan for performing the required services;	30
(2) Ability to perform the services as reflected by technical	20

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;	
(3) The personnel, equipment, and facilities to perform the services currently available or demonstrated to be made available at the time of contracting;	15
(4) A record of past performance of similar work; and,	15
(5) Price.	20
<b>TOTAL POSSIBLE POINTS FOR STEP 2</b>	<b>100</b>

***If overall evaluation score falls below seventy (70) points, the proposal shall not be recommended for selection to the Executive Director.***

**Note:** The MDHS Executive Director or his designee will contact the proposer with the proposal which best meets MDHS/DYS’s needs (based on factors evaluated in Step Two) and attempt to negotiate an agreement that is deemed acceptable to both parties. Contracts shall not become effective until they are actually executed by the Executive Director of MDHS.

**21.0 ALL PROPOSALS SUBMITTED IN RESPONSE TO THIS REQUEST SHALL BE IN WRITING.**

**22.0 COST DATA SUBMITTED AT THIS STAGE IS SUBJECT TO NEGOTIATION BUT SHOULD INCLUDE AN ESTIMATE OF THE ANNUAL COST OF THE SERVICE.**

**23.0 THE FOLLOWING RESPONSE FORMAT SHALL BE USED FOR ALL SUBMITTED PROPOSALS:**

The proposal must be clearly marked “Transmittal Letter and Proposal in response to MDHS “Speech/Occupational Therapy Services (RFP# SPEOCC2014-3)” on the outside of the envelope.

The proposal shall be typed with double spacing and be no more than FIFTY (50) single side pages (8 ½ x 11), excluding appendices and attachments, in length. The proposals shall be separately bound, each in a 3-ring binder, and indexed in a manner to allow ease of handling and review by MDHS. ***All documentation submitted with the proposal must be bound in the 3-ring binder.***

**Complete form (Exhibit A) and place in the beginning of proposal.**

**23.1 Proposer’s Plan Should Include:**

- Name of Services
- Description of what services will be provided and how

- Target number of clients to be served
- Identified Corrective Action Plan

### **23.2 Management Summary:**

- Provide a cover letter that shall contain all pertinent data relating to the applicant and experience of the personnel to provide the services requested in this RFP. This area shall focus on the applicant's past history or experience of providing the services requested in this RFP, and ability to provide services in the future. The applicant should address the following issues:
- Describe the size and organizational structure of the agency and identify its relationship (if any) to any parent or sister firms or subsidiaries. (Include organizational chart).
- Give location of the applicant's principal office and the number and job title of persons employed at the office.
- Provide names, addresses, and telephone numbers of three (3) agencies and/or business contacts including key individuals within those organizations who have utilized the applicant's services for providing the same or similar services requested in this RFP. These contacts should have taken place no longer than twenty-four (24) months prior to the submission of your proposal in response to this RFP.
- If incorporated, the name of the state incorporation shall be included.
- If a non-profit organization, show documentation which proves that it meets the requirements of Section 501(c) 3 of the Internal Revenue Code.
- The applicant must identify if subcontractors will be used to provide the services requested in this RFP, and if so, identify in detail the functions of the subcontractors.
- The applicant must identify the contact person who will manage, oversee or ensure the delivery of services requested. The applicant should focus on key personnel that will be involved in the delivery of services. Include job description for all personnel to be involved in the delivery of services. Specify amount of time to be devoted to the delivery of service by each staff. Provide list of personnel, qualifications and duties of pertinent staff members.
- The applicant must provide proof of its legal entity. Document executed under oath, describing the legal authority of the person signing the application/proposal to bind the organization. There must also be a letter from the proposer's Board of Directors signed by the President stating its knowledge and approval of entering into this contract with MDHS. Also include, certified copies of the applicant's Articles of Incorporation (if

applicable), By-Laws, Resolutions and any other documentation that serves as evidence of both authority of signatory to execute a binding contract on behalf of the organization and documentation that would prove that the organization is a legal entity.

**23.3 Agency Experience and Capacity:**

Give brief history of the experience the agency/organization has in delivering services within the communities for which it serves and as services are defined in Exhibit A, of this RFP. 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 corporate expansions required to handle the service.

**23.4 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.

**23.5 Acceptance of Conditions:**

Indicate any exceptions to the general terms and conditions of the proposal document and to insurance, bonding, and any other requirements listed.

**23.6 Financial Information:**

- Proposer/Proposer shall produce evidence of financial stability and sufficient resources which will allow them to operate the program in a satisfactory manner, as determined by the MDHS evaluation team, throughout the contract period. As part of the submission of the proposal, proposer/proposer must attach a copy of the last two (2) years audited financial statements complete with the notes and opinion letter from applicant's auditor and/or other proof, acceptable to MDHS, of financial responsibility. In order to assure financial responsibility in performing the requirements of this RFP, MDHS reserves the right to require a current financial statement prepared and certified by an independent auditing firm. Evidence of financial stability is a prerequisite to proposal evaluation regardless of other considerations. Proposers, including the parent corporation of any subsidiary corporation submitting a response, must include in their proposal evidence of financial responsibility and stability for the performance of the contract resulting from this RFP. MDHS reserves the right to request any additional information to assure itself of a proposer's financial status.

- In the event that an proposer/proposer is either substantially or wholly owned by another corporate entity, the proposal must also include the most recent detailed financial report of the parent organization, and a written guarantee by the parent organization that it will unconditionally guarantee performance by the proposer/proposer of each and every term, covenant, and condition of such contract as may be executed by the parties.
- Proposer shall disclose if and when it has filed for bankruptcy within the last seven years under its name or the sole proprietor's name in a related business. For proposers that are partnerships or corporations, proposer/proposer must disclose whether any of its principals, partners or officers have filed bankruptcy within the last seven years in a related business.

**23.7 Additional Data:**

Provide any additional information that will aid in evaluation of the response.

**23.8 Price:**

The price submitted by the vendor shall be based on one (1) price per hour for the consultant(s).

**23.9 Required Clauses:**

Acknowledgment that the required clauses in section 19.0 are adhered to at all times and provides response to appropriate clauses.

**23.10 Signature:**

Proposal (forms) must be signed by an authorized signatory of vendor.

**23.11 Documentation:**

Documentation verifying proof of insurance and documentation verifying Proposer is licensed to conduct business in the State of Mississippi.

**23.12 Proprietary Information:**

Proposals may designate those portions of the proposals which contain trade secrets or other proprietary data which may remain confidential in accordance with Section 25-61-9 and 79-23-1 of the Mississippi Code (See Exhibit D).

**24.0 DEBRIEFING:**

A proposer, successful or unsuccessful, may request a post-award vendor debriefing, in writing, by U.S. mail or electronic submission, to be received by the agency within three

(3) business days of notification of the contract award. A vendor debriefing is a meeting and not a hearing; therefore, legal representation is not required. If a vendor prefers to have legal representation present, the vendor must notify the agency and identify its attorney. The agency shall be allowed to 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.

MDHS RESERVES THE RIGHT TO REJECT ANY AND ALL PROPOSALS FOR ANY REASON UNTIL THE CONTRACT IS SIGNED. THE CONTRACT WILL NOT BECOME EFFECTIVE UNTIL IT IS SIGNED BY THE MDHS EXECUTIVE DIRECTOR OR HIS DESIGNEE AND ABSOLUTELY NO ACTION IS TO BE TAKEN ON THE CONTRACT UNTIL IT IS SO SIGNED. ANY PERFORMANCE WHICH BEGINS PRIOR TO THE TIME THAT THE CONTRACT IS SIGNED BY MDHS WILL NOT BE COMPENSATED BY THESE FUNDS.

# **REQUEST FOR PROPOSALS**

## **SPEECH/OCCUPATIONAL THERAPY SERVICES RFP #SPEOCC2014-3**

### **EXHIBIT A**

**Exhibit A includes:**

- **Cover Sheet**

Assigned Number	For Office Use Only
_____	

**Mississippi Department of Human Services  
Division of Youth Services  
Cover Sheet**

Title of Proposed Proposal:  
-------------------------------------

**1. Name of Organization:** \_\_\_\_\_

\_\_\_\_ Minority Owned    \_\_\_\_ Women Owned    \_\_\_\_ N/A (For CLASSIFICATION PURPOSES ONLY)

Mailing Address: \_\_\_\_\_  
\_\_\_\_\_

Phone: (\_\_\_\_\_) \_\_\_\_\_

Fax: (\_\_\_\_\_) \_\_\_\_\_

Email: \_\_\_\_\_

**2. Chief Executive Officer:** \_\_\_\_\_

**3. Organization's Tax ID #:** \_\_\_\_\_

**4. Amount of Submitted Proposal:** \_\_\_\_\_

**5. Person to Contact regarding this Proposal:**

Name: \_\_\_\_\_ Phone (\_\_\_\_\_) \_\_\_\_\_

Title: \_\_\_\_\_

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

\_\_\_\_\_  
Signature of Authorized Agent

\_\_\_\_\_  
Date

# **REQUEST FOR PROPOSALS**

## **SPEECH/OCCUPATIONAL THERAPY SERVICES RFP #SPEOCC2014-3**

### **EXHIBIT B**

**Exhibit B includes:**

- **Scope of Services (Work to be Performed)**

**Mississippi Department of Human Services/  
Division of Youth Services**

**SPEECH/OCCUPATIONAL THERAPY SERVICES**

Scope of Services

**The Independent Contractor shall:**

- A. Provide services to the students at Oakley Youth Development Center (OYDC) through qualified speech and occupational therapists under the terms and conditions of this Contract.
- B. Submit to the training school a statement of the qualifications and experience or resume of each therapist who is to provide services to training school students at OYDC.
- C. Evaluate students referred for comprehensive assessment.
- D. Submit Individual Education Plan (IEP) objectives for students with Language/Speech eligibilities. Participate as a member of the IEP committee when a student eligible for Language/Speech services is being staffed. The therapists shall review and revise goals and objectives in the IEP for Speech Therapy (ST) and Occupational Therapy (O'T) students.
- E. Shall serve on the Local Survey Committee when evaluating initial eligibilities.
- F. Provide and maintain written documentation for any services provided in the training schools
- G. Shall coordinate with Special Education Teachers and/or the Special Education Coordinator to provide O'T and ST services for students at OYDC. The special Educational Coordinator will oversee services provided by Independent Contractor and approve monthly activities.
- H. "The Therapists" who will be providing ST services shall be a licensed speech therapist with the Department of Education (DOE).
- I. "The Therapists" who will be providing OT services shall provide specific .services for students with psycho social deficits, their families, and educational staff. Students with mental health diagnoses may include may include but are not limited to:
  - Affective disorders
  - Anxiety disorders
  - Attention disorders
  - Autism
  - Post-traumatic stress disorders

- Psychotic disorders
  - Sensory regulatory disorders
  - Substance - related disorders
- J. The Contract Psychiatrists for OYDC shall refer students for OT services.
- K. "The Therapists" shall provide the following activities for the OT students:
- Screening for social skills and abilities
  - Comprehensive evaluation of adaptive functioning and psycho social skills
  - Interventions with student(s) (individually or group) to promote social skills with peers and adults.
  - Consulting with parents or educational staff to promote social skills within home, school or community environments.
  - Coordination of interagency efforts for the student(s) and/or family.
  - Support for families and educational staff to encourage positive interactions with the student(s).
- L. The Independent Contractor shall supply a list of materials and supplies needed for implementation of ST and OT services. List shall include pre and post testing materials. Pre and post testing will be administered by "The Therapist" to measure progress of the ST and OT students. Progress will be documented in the ST and OT student's files.
- M. "The Therapists" shall provide staff development up to four times a month for OYDC staff working directly with the ST and OT student(s). Staff development will be forty-five (45) minutes in length unless otherwise designated and preapproved by OYDC and the Independent Contractor. Pre-approval must be signed and submitted in writing.
- N. "The Therapists" shall maintain confidentiality at all times. The Independent Contractor's personnel or representative of the Independent Contractor may not discuss information about a client with a person or person(s). A verified breach of confidentiality may be grounds to immediately terminate this Contract.
- O. MS Code Section 45-31-12(5) states in part " ... (anyone) that has or may have unrestricted access to a child who has a criminal history of conviction or pending indictment of a crime, whether a misdemeanor or a felony, that bears upon an individual's fitness to have responsibility for the safety and well-being of children as set forth in this chapter may not provide child care ... " To maintain compliance with this law the MDHS shall require Independent Contractor's personnel working on the main campuses of OYDC to have a background check. All reports and findings will be kept confidential and used only for the purpose of compliance with the above mentioned law. Cost of this background check will be borne by MDHS
- P. The objective of this Contract is to provide a positive seamless transition to continued training and education for student(s) in need of ST and OT services, which will enhance not only the lives of the youth in the care of DYS, but also their communities upon their return as well as reduce recidivism.

# **REQUEST FOR PROPOSALS**

## **SPEECH/OCCUPATIONAL THERAPY SERVICES RFP #SPEOCC2014-3**

### **EXHIBIT C**

**Exhibit C includes:**

- **Contract Terms and Conditions**

STATE OF MISSISSIPPI  
MISSISSIPPI DEPARTMENT OF HUMAN SERVICES  
CONTRACT FOR PERSONAL OR PROFESSIONAL SERVICES

1. **Parties.** This Contract is made and entered into by and between the Division of \_\_\_\_\_, Mississippi Department of Human Services, hereinafter referred to as "MDHS," and \_\_\_\_\_, hereinafter referred to as "Independent Contractor."

2. **Purpose.** MDHS hereby engages the Independent Contractor and the Independent Contractor hereby agrees to render certain professional services described in Paragraph 3, "Scope of Services."

3. **Scope of Services.** The Independent Contractor shall perform and render the following services:

4. **Period of Performance.** The period of performance of services under this Contract shall begin on \_\_\_\_\_ and end on \_\_\_\_\_.

**OR**

**If "Option to renew" Clause is in your procurement:**

4. ***Period of Performance.*** *The period of performance of services under this Contract shall begin on \_\_\_\_\_ and end on \_\_\_\_\_. MDHS shall have the option to renew this Contract at one (1) year intervals for \_\_\_\_\_ years at the same terms and conditions. These one (1) year options to this contract shall end on \_\_\_\_\_.*

5. **Consideration and Method of Payment.**

A. As consideration of all services and performances under this Contract, Independent Contractor shall be paid a fee not to exceed \_\_\_\_\_ (\$\_\_\_\_\_). It is expressly understood and agreed that in no event will the total compensation paid hereunder exceed the specified amount of \_\_\_\_\_ (\$\_\_\_\_\_).

**OR**

A. As consideration for the performance of this Contract, the Independent Contractor shall be paid a fee not to exceed \_\_\_\_\_ (\$\_\_\_\_\_ ) in accordance with the Budget attached hereto as Exhibit \_\_\_\_\_. It is expressly understood and agreed that in no event shall the total compensation paid hereunder exceed the specified amount of \_\_\_\_\_ (\$\_\_\_\_\_).

**OR**

A. As consideration for the performance of this Contract, the Independent Contractor shall be paid a fee not to exceed \_\_\_\_\_ (\$\_\_\_\_\_ ) for all products,

services, salaries, travel, performances, costs, and expenses of whatever kind and nature of this Contract. It is expressly understood and agreed that in no event shall the total compensation paid hereunder exceed the specified amount of \_\_\_\_\_ (\$\_\_\_\_\_).

B. The Independent Contractor will bill MDHS for its services on a \_\_\_\_\_ basis. Following the satisfactory completion, as determined by MDHS, of its (daily, weekly, bi-monthly, monthly, etc.) services, the State requires the Independent Contractor to submit invoices electronically throughout the term of the agreement. Invoices shall be submitted to MDHS using the processes and procedures identified by the State. The appropriate documentation shall be submitted on the last working day of the month, with the final invoice to be submitted within five (5) working days after the contract ending date.

*Payments by state agencies using the Statewide Automated Accounting System (SAAS) shall be made and remittance information provided electronically as directed by the State. These payments shall be deposited into the bank account of the Independent Contractor's choice. The State may, at its sole discretion, require the Independent Contractor to submit invoices and supporting documentation electronically, at any time, during the term of this Agreement. Independent Contractor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.*

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

## **6. Relationship of Parties**

A. It is expressly understood and agreed that MDHS enters into this Contract with Independent Contractor on a purchase of service basis and not on an employer-employee relationship basis. Nothing contained herein shall be deemed or construed by MDHS, the Independent Contractor, or any third party as creating the relationship of principal and agent, partners, joint venturers, or any similar such relationship between MDHS and the Independent Contractor. Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any acts of MDHS or the Independent Contractor hereunder, create or shall be deemed to create a relationship other than the independent relationship of MDHS and the Independent Contractor.

B. Independent Contractor represents that it has, or will secure, at its own expense, applicable personnel who shall be qualified to perform the duty required to be performed under this Contract.

C. Any person assigned by Independent Contractor to perform the services hereunder shall be the employee of Independent Contractor, who shall have the sole right to hire and discharge its employee. MDHS may, however, direct Independent Contractor to replace any of its employees under this Contract. If Independent Contractor is notified within the first eight

(8) hours of assignment that the person is unsatisfactory, Independent Contractor will not charge MDHS for those hours.

D. It is further understood that the consideration expressed herein constitutes full and complete compensation for all services and performances hereunder, and that any sum due and payable to Independent Contractor shall be paid as a gross sum with no withholdings or deductions being made by MDHS for any purpose from said Contract sum.

E. Independent Contractor shall pay when due all salaries and wages of its employees, and it accepts exclusive responsibility for the payment of Federal Income Tax, State Income Tax, Social Security, Unemployment Compensation and any other withholdings that may be required.

**7. Termination for Cause.** If, through any cause, Independent Contractor *fails* to fulfill in a timely and proper manner, as determined by MDHS, its obligations under this Contract, or if Independent Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, MDHS shall thereupon have the right to terminate the Contract by giving written notice to Independent Contractor of such termination and specifying the effective date thereof at least five (5) days before the effective date of such termination. In the event of such termination, Independent Contractor shall be entitled to receive just and equitable compensation for satisfactory work completed on services or documents or materials collected and/or prepared by Independent Contractor in connection with this Contract. Such compensation shall be based upon the fees set forth in Paragraph 5, but, in no case, shall said compensation exceed the total Contract price.

Notwithstanding the above, Independent Contractor shall not be relieved of liability to MDHS for damages sustained by MDHS by virtue of any breach of this Contract by Independent Contractor, and MDHS may withhold any payments to Independent Contractor for the purpose of set off until such time as the exact damages due to MDHS from Independent Contractor are determined.

**8. Termination for Convenience of MDHS.** MDHS may terminate this Contract at any time by giving written notice to Independent Contractor of such termination and specifying the effective date thereof at least five (5) days before the effective date of such termination. Independent Contractor shall be paid an amount which bears the same ratio to the total compensation as the services actually and satisfactorily performed bear to the total services of Independent Contractor covered by the Contract, less payments of compensation previously made.

**9. Ownership of Documents and Work Products.** All data collected by Independent Contractor and all documents, notes, programs, data bases (and all applications thereof), files, reports, studies, and/or other material collected and prepared by Independent Contractor in connection with this Contract shall be the property of MDHS upon completion of this Contract or upon termination of this Contract. MDHS hereby reserves all rights to the data base and all applications thereof and to any and all information and/or materials prepared under this Contract.

The Independent Contractor is prohibited from use of the above described information and/or materials without the express written approval of MDHS.

**10. Record Retention and Access to Records.** Independent Contractor shall maintain, and make available to MDHS, any State agency authorized to audit MDHS, the federal grantor agency, the Comptroller General of the United States or any of their duly authorized representatives, financial records, supporting documents, statistical records, and all other records pertinent to the services performed under this Contract. These records shall be maintained for at least three (3) years; however, if any litigation or other legal action, by or on behalf of the state or federal government has begun that is not completed at the end of the three-year period, or if audit finding, litigation, or other legal action has not been resolved at the end of the three-year period, the records shall be retained until resolution.

**11. Modification or Amendment.** Modifications, changes, or amendments to this Contract may be made upon mutual agreement of the parties hereto. However, any change, supplement, modification, or amendment of any term, provision, or condition of this Contract must be in writing and signed by both parties hereto.

**12. Assignments and Subcontracts.** Independent Contractor shall not assign, sublet, or otherwise transfer the obligations incurred on its part pursuant to the terms of this Contract without the prior written consent of MDHS. Any attempted assignment or transfer of its obligation without such consent shall be wholly void.

**13. Waiver.** Failure of either party hereto to insist upon strict compliance with any of the terms, covenants, and conditions hereof shall not be deemed a waiver or relinquishment of any similar right or power hereunder at any subsequent time or of any other provision hereof, nor shall it be construed to be a modification of the terms of this Contract.

**14. Availability of Funds.** It is expressly understood and agreed that the obligation of MDHS to proceed under this Contract is conditioned upon the availability of funds, the appropriation of funds by the Mississippi Legislature, and the receipt of state and/or federal funds. If, at any time, the funds anticipated for the fulfillment of this Contract are not forthcoming or *are* 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 MDHS for the performance of this Contract, MDHS shall have the right, upon *written* notice to Independent Contractor, to immediately terminate this Contract without damage, penalty, cost, or expense to MDHS of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

**15. Price Adjustment.**

**A. Price Adjustment Methods.** The Contract price may be changed only by written agreement of the parties. The value of any work covered by any claim for increase or decrease in the Contract Price shall be determined by one or more of the following methods:

- (1) Unit prices, if any, previously approved by the parties and specified in this Contract; or
- (2) MDHS may, at any time by written order, make changes in the specifications within the general scope of this Agreement. If any such change causes an increase in the amount due under this Contract or in the time required for performance under this Agreement and if MDHS decides that the change justifies an adjustment to the Contract, an equitable adjustment in the Contract may be made by written modification of this Agreement.

No charge for any extra work or material will be allowed unless the same has been provided for by written amendment to this Contract signed by both parties.

**B. Submission of Cost Pricing Data.** The Independent Contractor shall provide cost or pricing data for any price adjustments subject to the provisions of Section 3-403 (Cost or Pricing Data) of the Mississippi Personal Service Contract Procurement Regulations.

**16. Indemnification.** MDHS shall, at no time, be legally responsible for any negligence or wrongdoing by the Independent Contractor and/or its employees, servants, agents, contractors, and/or subcontractors. Independent Contractor agrees to indemnify, defend, save and hold harmless MDHS from and against all claims, demands, liabilities, suits, damages, and costs of every kind and nature whatsoever, including court costs and attorney's fees, arising out of or caused by Independent Contractor and its employees, agents, contractors, and/or subcontractors in the performance of this Contract.

**OR**

***Only, use this option with Independent Contractors that are State agencies or political subdivisions of the State:***

***Responsibility For Claims. Each party shall be responsible for all claims, demands, liabilities, suits, damages, costs, and expenses of every kind, including court costs and attorney's fees, arising out of this Agreement and caused by the party's own, principals, agents, employees, contractors or subcontractors while performing under this Agreement. Further, the parties assume no liability for the actions or omissions of each other's agents, representatives, employees, contractors, subcontractors, or providers.***

**17. Insurance.** Independent Contractor represents that it will maintain workers' compensation insurance which shall inure to the benefit of all Contractor's personnel provided hereunder, comprehensive general liability or professional liability insurance, with minimum limits of \$1,000,000.00 per occurrence and fidelity bond insurance with minimum limits of 25% of the total amount of the contract not to exceed \$1,000,000.00. All general liability, professional liability and fidelity bond insurance will provide coverage to the Mississippi Department of Human Services, Division of Youth Services as an additional insured. The Mississippi Department of Human Services, Division of Youth 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. 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. The Independent Contractor shall comply with applicable federal, state and local laws and regulations.

**19. Representation Regarding Contingent Fees.** The Independent 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 the Independent Contractor's bid, proposal, or herein.

**20. 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.

**21. Representation Regarding Gratuities.** The Independent Contractor represents that neither it nor any officer, employee, agent, subcontractor or other representative of the Independent Contractor has violated, or is violating, and promises that it will not violate the prohibition against gratuities set forth in *Section 6-204* (Gratuities) of the Mississippi Personal Service Contract Procurement Regulations.

**22. Procurement Regulations.** The Contract shall be governed by the applicable provisions of the Personal Service Contract Review Board Regulations, a copy of which is available for inspection at 210 East Capitol Street, Suite 800, Jackson, Mississippi 39201, or downloadable at [www.MDHS.ms.gov](http://www.MDHS.ms.gov).

**23. Severability.** If any term or provision of this Contract is prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this Contract shall not be affected thereby and each term and provision of this Contract shall be valid and enforceable to the fullest extent permitted by law.

**24. Stop Work Order.**

**A. Order to Stop Work.** The \_\_\_\_\_, may, by written order to the Independent Contractor at any time, and without notice to any surety, require the Independent 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 the Independent 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, the Independent Contractor shall forthwith comply with its terms and take all 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 \_\_\_\_\_ shall either:

- (1) cancel the stop work order; or
- (2) terminate the work covered by such order as provided in the “Termination for Cause” 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, the Independent Contractor shall have the right to resume work. An appropriate adjustment may be made in the delivery schedule or Independent Contractor’s price, or both. If the stop work order results in an increase in the time required for, or in the Independent Contractor's cost properly allocable to, the performance of any part of this Contract and the Independent Contractor asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage, an equitable adjustment in the Contract may be made by written modification of this Contract. If MDHS decides that the need justifies the requested adjustment, a modification will be made as provided by Section 11, Modification or Amendment, of 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 cause or convenience, the Independent Contractor may be paid the agreed upon price for any completed deliverable or service not previously tendered to MDHS, provided that MDHS accepts any such deliverable or service; or Independent Contractor may be paid an amount which bears the same ratio to the total compensation as the services actually and satisfactorily performed bear to the total services of Independent Contractor covered by the Contract, less payments of compensation previously made.

**D. Adjustment 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.

**25. Disputes.** Any dispute concerning a question of fact under this contract which is not disposed of by agreement shall be decided by the Director of the Division of \_\_\_\_\_. This decision shall be reduced to writing and a copy thereof mailed or furnished to the Independent Contractor and shall be final and conclusive, unless within thirty (30) days from the date of the decision, Independent Contractor mails or furnishes to the Executive Director of MDHS a written request for review. Pending final decision of the Executive Director of a dispute hereunder, the Independent Contractor shall proceed in accordance with the decision of the Director of the Division of \_\_\_\_\_.

In a review before the Executive Director or designee, the Independent Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position on the question and decision under review. The decision of the Executive Director on the review shall be final and conclusive unless determined by a court of competent jurisdiction in Hinds County,

State of Mississippi, to have been fraudulent, capricious, so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence.

**26. Compliance with Laws.** The Independent Contractor understands that the State 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 the Independent Contractor agrees during the term of the agreement that the Independent Contractor will strictly adhere to this policy in its employment practices and provision of services. The Independent 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.

**27. Confidentiality.** Independent Contractor shall treat all State data and information to which it has access under this Contract as confidential information to the extent that confidential treatment of same is required under federal and state law and shall not disclose same to a third party without specific written consent of the State. In the event that Independent Contractor receives notice that a third party requests divulgence of confidential or otherwise protected information and/or has served upon it a subpoena or other validly issued administrative or judicial process ordering divulgence of confidential or otherwise protected information, Independent Contractor shall promptly inform the State and thereafter respond in conformity with such subpoena as required by applicable state and/or federal law, rules, and regulations. The provision herein shall survive termination of the Contract for any reason and shall continue in full force and effect and shall be binding upon the Independent Contractor and its agents, employees, successors, assigns, subcontractors, or any party claiming an interest in the Contract on behalf of, or under, the rights of the Independent Contractor following any termination.

**28. E-Verify.** Independent Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act, Mississippi Code Annotated 71-11-1 and 71-11-3, and will register and participate in the status verification system for all newly hired employees. The term “employee” as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, “status verification system” means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Independent Contractor agrees to maintain records of such compliance and, upon request of the State, to provide a copy of each such verification to the State. Independent Contractor further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. Independent Contractor understands and agrees that any breach of these warranties may subject Independent Contractor to the following: (a) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (b) the loss of any license permit, certification or other document granted to Independent Contractor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or both. In the event of

such termination/cancellation, Independent Contractor would also be liable for any additional costs incurred by the State due to contract cancellation or loss of “license or permit.”

**29. Special Terms and Conditions.** It is agreed and understood by each party to this Contract that there are no special terms and conditions.

**30. Entire Agreement.** It is understood and agreed that this Contract and the documents listed below constitute the entire understanding of the parties with respect to the subject matter contained herein and supersede and replace any and all prior negotiations, understandings and agreements, written or oral, between the parties relating thereto. The entire agreement made by and between the parties hereto shall consist of, and precedence is hereby established by the order of, the following documents incorporated herein:

1. This Contract signed by the parties herein and any Exhibits attached hereto;
2. The Request for Proposals or Invitation for Bids and the Written Clarifications or Answers provided by MDHS, dated \_\_\_\_\_ (Note: if applicable.)

The documents are complementary, and what is required by one shall be binding as if required by all. A higher document shall supersede a lower order document to the extent necessary to resolve any conflict or inconsistency arising under the various provisions thereof; provided, however, that in no event an issue is addressed in one of the above-mentioned documents but is not addressed in another of such documents, no conflict or inconsistency shall be deemed to occur by reason thereof. The documents listed above are shown in descending order or priority, that is, the highest document begins with the first listed document (“1. \_\_\_\_\_”) and the lowest document is listed last (3. \_\_\_\_\_”).

**OR**

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, understanding, and agreements, written or oral, between the parties relating thereto.

**31. Transparency.** This contract, including any accompanying exhibits, attachments, and appendices, is subject to the “Mississippi Public Records Act of 1983”, codified as section 25-61-1 et seq., Mississippi Code Annotated and exceptions found in Section 79-23-1 of the Mississippi Code Annotated (1972, as amended). In addition, this contract is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008 (MATA) codified as Section 31-7-13 of the Mississippi Code Annotated (1972, as amended). Unless exempted from disclosure due to a court-issued protective order, this contract is required to be posted to the Department of Finance and Administration’s independent agency contract website for public access. Prior to posting the contract to the website, any information identified by the Independent 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.

**32. Notice.** Any notice required or permitted to be given under this Contract shall be in writing and sent by United States Certified Mail, Returned Receipt Requested to the party to whom the notice should be given at the address set forth below:

**MDHS:** Richard Berry, Executive Director  
Mississippi Department of Human Services  
P.O. Box 352  
Jackson, Mississippi 39205

**INDEPENDENT  
CONTRACTOR'S NAME:** Representative's Name  
Title  
Address

**IN WITNESS WHEREOF**, this Contract has been made and interchangeably executed by the parties hereto in duplicate originals.

Witness my signature this, the \_\_\_\_\_ day of \_\_\_\_\_, 2014.

**MISSISSIPPI DEPARTMENT OF HUMAN SERVICES**

**BY:** \_\_\_\_\_  
**Signature**

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

**WITNESSES:**

\_\_\_\_\_  
\_\_\_\_\_

Witness my signature this, the \_\_\_\_ day of \_\_\_\_\_, 2014.

***INDEPENDENT CONTRACTOR'S NAME***

**BY:** \_\_\_\_\_  
**Signature**

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

**WITNESSES:**

\_\_\_\_\_  
\_\_\_\_\_

# **REQUEST FOR PROPOSALS**

## **SPEECH/OCCUPATIONAL THERAPY SERVICES RFP #SPEOCC2014-3**

### **EXHIBIT D**

**Exhibit D includes:**

- **Proprietary Information**

## PROPRIETARY INFORMATION

Did the contractor submit any information to the agency for the Speech/Occupational Therapy Services Request For Proposal which contained trade secrets or other proprietary data which the contractor wishes to remain confidential in accordance with Section 25-61-9 and 79-23-1 of the Mississippi Code?

Yes \_\_\_\_\_

No \_\_\_\_\_

If yes, please indicate which parts/pages below that the contractor wishes to designate as proprietary.

\_\_\_\_\_  
Authorized Agency Representative

\_\_\_\_\_  
Company

\_\_\_\_\_  
Date

# **REQUEST FOR PROPOSALS**

## **SPEECH/OCCUPATIONAL THERAPY SERVICES RFP #SPEOCC2014-3**

### **EXHIBIT E**

**Exhibit E includes:**

- **Federal Debarment Verification Form**



# **REQUEST FOR PROPOSALS**

## **SPEECH/OCCUPATIONAL THERAPY SERVICES RFP #SPEOCC2014-3**

### **EXHIBIT F**

**Exhibit F includes:**

- **Partnership Debarment Verification Form**



# **REQUEST FOR PROPOSALS**

## **SPEECH/OCCUPATIONAL THERAPY SERVICES RFP #SPEOCC2014-3**

### **EXHIBIT G**

**Exhibit F includes:**

- **Contingent Fee Clause**

**PROSPECTIVE CONTRACTOR’S REPRESENTATION REGARDING  
CONTINGENT FEES**

The prospective contractor represents that it *has* / *has not* (please circle the appropriate answer) retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract.

\_\_\_\_\_  
Signature of Contract Person for Contractor

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

# **REQUEST FOR PROPOSALS**

## **SPEECH/OCCUPATIONAL THERAPY SERVICES RFP #SPEOCC2014-3**

### **EXHIBIT H**

**Exhibit F includes:**

- **Checklist for Evaluation of Step One**

## **Checklist for Evaluation of Step One**

Proposer submitted the Mandatory Letter of Intent  
Proposer submitted signed Cover Sheet – Exhibit A.  
Proposer submitted the minimum requirements in their proposal (Item 2.0)  
Proposer submitted the original and three copies of their proposal.  
Proposer addressed the insurance requirements in their proposal.  
Proposer addressed the proprietary information in their proposal and included Exhibit D.  
Proposer addressed the exceptions and deviations in their proposal.  
Proposer completed the debarment form – Exhibit E.  
Proposer completed the Prospective Contractor’s Representation Regarding Contingent Fees – Exhibit F.  
Proposer agreed to confidentiality of records.  
Proposer provided cost data in their proposal.  
Proposer included all items in the “Response Format Checklist – Item 23.”  
Proposer submitted the proposal on time.