

Mississippi Department of Mental Health

Request for Proposals:

Title: IDD Crisis Training

RFX: 3150005210

Issue Date: September 22, 2023

Response Due: November 6, 2023 by 11:00 a.m. CST

1. In accordance with the rules and regulations of the Mississippi Public Procurement Review Board Office of Personal Service Contract Review (OPSCR), Mississippi Department of Mental Health (DMH) will receive written sealed proposals and award a contract for services as described in the following specifications (**Attachment A**). Offerors shall understand that any eventual contract resulting from this Request for Proposals 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>.
2. **Written sealed initial proposals** must be **received not later than the due date stated in the header of this proposal**, at Mississippi Department of Mental Health, by hand or mail delivery to 239 N Lamar Street, Suite 1104, Jackson, MS 39201. **Final and Best** written and sealed proposals, if required, will be submitted on a date following the initial opening which will be determined and communicated to all offerors submitting an initial proposal. Any proposal received after the time and date set for receipt of proposals is late. Any withdrawal or modification of a proposal received after the time and date set for opening of proposals at the place designated for opening is late. No late proposal, late modification, or late withdrawal will be considered unless receipt would have been timely but for the action of state personnel directly serving the Department of Mental Health. Offerors submitting late proposals, which shall not be considered for award, shall be so notified as practicable.
3. The **term of the contract** shall be for a **period of 3 years, with a 1 year renewal option**, for the services as specified in this request for proposals. **The estimated start date for this contract will be January 10, 2024, however it is understood that DMH reserves the right to change the start date if the needs of DMH require such a change.**
4. It is our intent to procure services in **Attachment A**. Prices proposed shall be firm **fixed prices that shall be firm for the contract term**. Adjustments will only be allowed for additional services being added by DMH or services being discontinued by DMH at the same fixed unit prices as originally offered and accepted. No other price adjustments will be allowed during the term of the contract.
5. Failure to examine any drawings, specifications, and instructions will be at offeror's risk. It shall be incumbent upon the offeror to understand the specifications. Any request for clarifications shall be in writing and shall be submitted to our contracts coordinator at least seven (7) days prior to the time and date set for the proposal response deadline.

6. If any questions or responses require revision to the solicitation as originally published, such revisions will be by formal amendment only. If the solicitation includes a contact person, offerors are cautioned that any oral or written representation made by this or any person that appear to change materially any portion of the solicitation shall not be relied upon unless subsequently ratified by a written amendment to this solicitation issued by the DMH Contracts Coordinator. For determination as to whether any representation made requires that an amendment be issued, contact the DMH Contracts Coordinator at (601) 359-6518.
7. It is the intent of the specifications to obtain a product and/or service that will adequately meet the needs of the user while promoting the greatest extent of competition that is practicable. It is the responsibility of the prospective offeror to notify Mississippi Department of Mental Health if the specifications, terms or conditions are formulated in a manner that would unnecessarily restrict competition. Any protest or question concerning the request for proposals or related procedures must be received in the Mississippi Department of Mental Health Contract Coordinator not less than ten (10) working days prior to the time and date set for the proposal opening.
8. Questions or problems arising from offer procedures or subsequent order and delivery of services procedures should be directed in writing to **Lisa Wallace, Contracts Coordinator**, Mississippi Department of Mental Health, 239 N Lamar Street, Suite 1104, Jackson, MS 39201, (601) 359-6518.
9. No proposal amendment will be issued within a period of five (5) working days prior to the time and date set for a proposal opening. Should it become necessary to issue an amendment within the five (5) day period prior to a proposal opening, the proposal opening date will be reset giving offerors sufficient time to answer the amendment.
10. Offerors 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 Mississippi Department of Mental Health by the time and at the place specified for receipt of bids.
11. Only one proposal, per line item, per offeror. This means that only a single proposal will be accepted from each offeror for each line item requested. Alternate proposals unless specifically requested will not be considered.
12. Invoices are to be sent by mail to Mississippi Department of Mental Health, 239 N Lamar Street, Suite 1001, Jackson, MS 39201, Attn: Accounts Payable.
13. Proposal Modification And Withdrawal. Proposals may be modified or withdrawn by written notice received by the DMH Contracts Coordinator prior to the time and date set for proposal opening.
14. No proposal shall be altered or amended after the final specified time for opening proposals. Request for proposals and modifications or corrections thereof received after the final closing time specified will not be considered.
15. Mistakes in proposals submitted shall be determined and resolved as specified in paragraph 3-202.12 of the Mississippi Office of Personal Contract Review Procurement Regulations.
16. If purchase orders or contracts are canceled because of the awarded vendor's failure to perform or request for an unspecified price increase, that vendor shall be removed from our offeror's list for a period of no less than twenty-four (24) months.

17. The offeror understands that Mississippi Department of Mental Health 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 contractor agrees during the term of the agreement that the contractor will strictly adhere to this policy in its employment practices and provision of products and 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.
18. It is expressly understood and agreed that the obligation of the Mississippi Department of Mental Health to proceed under any eventual 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 anytime, 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 Mississippi Department of Mental Health, Mississippi Department of Mental Health shall have the right upon ten (10) working days written notice to the vendor, to terminate this agreement without damage, penalty, cost or expenses to Mississippi Department of Mental Health of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.
19. Mississippi Department of Mental Health reserves the right to reject any and all proposals in whole or in part and unless otherwise specified by the offerors, to award items, parts of items or by any group of items on the proposal. Also the right is reserved to waive minor informalities which do not affect the price, quantity, quality, delivery, or contractual conditions of the services being procured. DMH also reserves the right to cancel the solicitation in whole or in part when it is determined to be in the best interest of DMH. If the offeror fails to state the time within which proposals must be accepted, it is understood and agreed that Mississippi Department of Mental Health shall have sixty (60) days, from the proposal opening date, to accept.
20. It is the intent of Mississippi Department of Mental Health to procure only the products and services that meet the minimum standards stated herein. Alternates will be considered only if deviations to those standards are fully substantiated and submitted by potentially responsive sources denoting their equality to standards proposed, along with adequate documentation; including specifications, and construction/design details along with proposal for evaluation and approval.
21. All products and services bid must equal or exceed specifications listed. The absence of detail specifications or the omission of detail description shall be recognized as meaning only the best commercial practices are to prevail and that only first quality services, materials and workmanship are to be used. All equipment bid, if applicable, shall be new and of current production, latest design and construction.
22. Proposal openings will not be conducted open to the public. They will serve only to open the proposals. No discussion will be entered into with any vendor as to the quality or provisions of the specifications, and no award will be made either stated or implied at the proposal opening.
23. The successful vendor will ensure that any written material prepared, after award, by the vendor in response to the requirements of this solicitation shall be thoroughly researched for accuracy of content, shall be grammatically correct and not contain spelling errors, shall be submitted in a format approved by the designated DMH Project Officer, and shall be submitted in a draft form for advance review and comment by the project officer. The cost of correcting grammatical errors or other revisions required to bring written materials

into compliance with the solicitation requirements shall be borne by the successful vendor. DMH may waive requirements if it is determined to be in the best interest of Mississippi Department of Mental Health. This requirement applies to written materials (reports, letters, and memos) submitted by the successful offeror after an award has been made and an agreement has been executed.

24. The successful vendor shall irrevocably transfer, assign, set over, and convey to Mississippi Department of Mental Health all rights, title, and interest, including the sole exclusive and complete copyright interest, in any and all copy-rightable works created pursuant to any contract awarded as result of this request for proposals. The vendor further agrees to execute such documents as DMH may request to affect such transfer or assignment. Further the vendor agrees that the rights granted to DMH by this paragraph are irrevocable. The vendor's remedy in the event of termination of or dispute over any agreement entered into as a result of this solicitation shall not include any right to rescind, terminate, or otherwise revoke or invalidate in any way the rights conferred pursuant to the provisions of this paragraph. Similarly, no termination of any agreement entered into as result of this solicitation shall have the effect of rescinding, terminating, or otherwise invalidating the rights acquired pursuant to the provisions of this paragraph. DMH may waive this requirement if it is determined to be in the best interest of the agency.
25. The successful vendor will, upon termination of agreement, on the date agreed upon by both parties, disconnect, disassemble, crate, insure and ship all owned equipment, covered by any eventual agreement, to a destination designated by the owner at no cost to DMH, if applicable.
26. The Mississippi Department of Mental Health accepts no responsibility for any expenses incurred by the offeror in the preparation and presentation of a proposal. Such expenses shall be borne exclusively by the offeror.
27. The offeror should mark any and all pages of the proposal considered to be proprietary information. Any pages not marked accordingly will be subject to review by the general public after award of the contract. Request to review the proprietary information will be handled in accordance with applicable legal procedures. Section 25-61-9 and 79-23-1 of the Mississippi Code shall be used in determining proper procedures for this paragraph.
28. The offeror agrees that submission of a signed proposal form is certification that the offeror will accept an award made to it as a result of the submission.
29. DMH may conduct discussions with Offerors after initial proposals are classified. Those offerors that submit proposals that are classified as acceptable or potentially acceptable may be scheduled for discussion or DMH may choose to accept proposals without discussions. Discussions will be held to promote understanding of DMH requirements and the offeror's proposal, facilitate arriving at a contract that will be most advantageous to MSH taking into consideration established evaluation factors; and to determine in greater detail offeror's qualifications.
30. Department of Mental Health shall own all documents, files, reports, work papers and working documentation, electronic or otherwise, created in connection with the project services covered by the agreement resulting from this RFP, except for the offeror's internal administrative and quality assurance files and internal project correspondence. The offeror shall deliver such documents and work papers to MSH upon termination or completion of agreement. The foregoing notwithstanding, the offeror shall be entitled to retain a set of such work papers for its files. offeror shall be entitled to use such work papers only after receiving written permission from MSH and subject to any copyright protections.

31. Offerors taking exception to any part or section of the solicitation (RFP) shall indicate such exceptions in their proposal. Failure to indicate any exception will be interpreted as the offeror's intent to fully comply with the requirements as written. Conditional or qualified offers, unless specifically allowed, shall be subject to rejection in whole or in part.
32. The successful vendor(s) shall enter into a contract which is substantially the same as the sample contract and its general terms and conditions attached as **EXHIBIT - B**. The total contract shall consist of the proposal from vendor and the standard sample contract shown as **EXHIBIT - B**. No other documents shall be a part of the formal contractual agreement. In no event is a vendor to submit its own standard contract terms and conditions in response to this solicitation. The offeror may submit exceptions to terms and conditions listed in **EXHIBIT - B**, and DMH will review requested exceptions and accept or reject exceptions at its sole discretion and as approved by the Mississippi Office of Personal Service Contract Review Board. This contract shall take priority over any other agreements that may be signed separately in conjunction with this request for proposals, to include third party agreements.
33. Negotiation Delay. If a written agreement cannot be negotiated within thirty (30) days of notification of the successful offeror(s), DMH may at its sole discretion at any time thereafter, terminate negotiations with that offeror and either negotiate a contract with the next qualified offeror or choose to terminate the request for proposals process and not enter into a contract with any of the offerors.
34. Before submitting a proposal, each offeror shall make all investigations and examinations necessary to ascertain all site conditions and requirements affecting the full performance of the contract and to verify any representations made by DMH upon which the offeror will rely. If the offeror receives an award as a result of its offer, failure to have made such investigations and examinations will in no way relieve the offeror from its obligation to comply in every detail with all provisions and requirements of the contract documents, nor will a plea of ignorance of such conditions and requirements be accepted be accepted as a basis for any claim whatsoever by the contract for additional compensation.
35. Taxes. Mississippi Department of Mental Health is exempt from federal excise taxes and state and local sales or use taxes and offerors must quote prices which do not include such taxes. Evidence of exemption will be furnished upon request. Contractors making improvement to, additions to or repair work on real property on behalf of Mississippi Department of Mental Health are liable for any applicable sales or use taxes on purchase of tangible personal property for use in connection with eventual contract. Contractors are likewise liable for any applicable use tax on personal property furnished to them by DMH for use in connection with their contracts. Contractors shall be liable for all personal property taxes that become due as a result of any awarded contract related to this request for proposals.
36. The schedule in **Attachment A** will be followed in the execution of this request for proposals.
37. Tie Proposals. Low tie proposals shall be awarded as specified in paragraph 3-202.14 of the State of Mississippi Office of Personal Service Contract Review Procurement Regulations.
38. All vendors shall sign, complete and return the Certifications and Assurances Form, **EXHIBIT - C**.
39. 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 the Contractor's choice. The State may, at its sole discretion, require the Contractor to submit invoices and supporting documentation electronically at any time during the term of the is agreement. Contractor understands that

the State is exempt from the payment of taxes. All payments shall be in United States currency. Contractor agrees to accept all payments in United States Currency via the State of Mississippi's electronic payment and remittance vehicle. Mississippi Department of Mental Health 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 Mississippi Department of Mental Health within forty-five (45) days of receipt of invoice, which is post service provision.

40. 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 verification. Contractor further represents and warrants that any person assigned to perform services hereunder 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 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 both. (c) In the event of such cancellations/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.
41. The contract may be cancelled by DMH in whole or in part by written notice of default to the Contractor upon non-performance, violation of contract terms, delivery failure, bankruptcy or insolvency, or the making of an assignment for the benefit of creditors. A new solicitation may then be issued to a new vendor, or when time is of the essence, similar commodities and/or service may be purchased on the open market utilizing emergency procurement procedures. In either event, the defaulting Contractor (or his/her surety) shall be liable to DMH for cost to DMH in excess of the defaulted contract price. Lack of knowledge by the Contractor will in no way be a cause for relief from responsibility.
42. The eventual contract resulting from this RFP shall be governed by and construed in 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.
43. Offerors shall be registered with the Mississippi Secretary of State's Office as a business provider in good standing to provide services in the State of Mississippi as required by Mississippi State Code 79-4-15.01. If not already registered, at the time bid is submitted, Offeror(s) understands that they must do so within seven (7) working days of being offered an award. This requirement does not apply to Sole Proprietors and DMH reserves the right to request documentation of offeror's business status.
44. **Order To Stop Work:** The Chief Procurement Officer, 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 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 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.

Cancellation Or Expiration Of The Order: If a stop work order is issued under this clause is cancelled 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:

- (a) the stop work order results in an increase in the time required for, or in the contractor's properly allocable to, the performance of any part of this contract; and,
- (b) 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 Chief Procurement Officer decides 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.

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.

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

- 45. 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 the Contractor as trade secrets, or other proprietary information including confidential vendor information, or any other information which is required confidential by state for federal law or outside the applicable freedom of information statutes, will be redacted.
- 46. 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.
- 47. A offeror, 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 DMH Executive Director 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 three (3) business days of receipt of the

request. If a offeror prefers to have legal representation present, the offeror must notify the DMH Executive Director in writing and identify its attorney by name, address, and telephone number. DMH 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 section 7-114.07 of the Mississippi Personal Service Contract Review Board Rules and Regulations.

48. 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.

49. Proposal Format:

- A. All proposals submitted in response to this request shall be in writing.
- B. Offeror shall submit proposal copies in individual binders/folders or report covers which contain subject divider tabs for each required section and pages shall be numbered. Vendor shall ensure that their company name, logo or other identifying markings are only included on the cover page of the proposal and no other pages to help facilitate blind evaluation of proposals as required by State of Mississippi Personal Services Procurement Rules and Regulations. Failure to comply with this requirement may result in rejection of proposal.
- C. Offerors must submit three (3) signed copies of the proposal in a **sealed** envelope with offeror's name and address on outside of envelope. Offeror must also write the **time, date of the proposal opening** (for initial) or a **date to be determined for best and final proposals**, if required, **proposal RFX#** and **proposal title** on the outside lower left corner of the proposal's envelope. All of this information should be found in the header of this proposal.
- D. Offeror must submit summary pricing on the proposal pricing form provided in the proposal package as **Attachment B**. Pricing shall be submitted as part of the initial proposal and the final proposal if required. Pricing submitted shall be fixed and firm for the entire contract period.
- E. The following response format will be used for all submitted proposals:
 - i. Offeror must provide a **title page** showing RFX number, offeror's name and address, offeror's telephone number, offeror's principal place of business, and name of offeror's primary contact person.
 - ii. A **cover letter** of introduction signed by the person or persons authorized to sign on behalf of, and bind the offeror to, statements made in the proposal.
 - iii. **Table of contents** including page numbers.
 - iv. A detailed plan describing how the services will be provided. Offeror should discuss any needed company expansion that would be required to handle the services.
 - v. Offeror must describe successful **experience** in providing the required services. Offeror shall include documentation of successful management and consulting experience in a public sector environment, similar in size and scope to those required in this RFP

- over the most recent five (5) year period (offeror shall state actual number of years).
- vi. Offeror will provide at least **three (3) references** for contracts to provide services of similar size and scope to those specified in this RFP, which are within the most recent five (5) year period. References shall include the name referenced organization, telephone number and name of a person most familiar with the Offeror's performance under the cited contract and the date service was last provided. References should be presented on **Exhibit – A**.
 - vii. Offeror shall state the age of their business and the average number of employees over the most recent five (5) year period.
 - viii. Offeror shall provide a brief resume, citing abilities, qualifications and experience, of all personnel who would be assigned to provide the required services. Offeror should describe planned duties and responsibilities of each person.
 - ix. Offeror shall also include a brief resume of experience of key members of the offeror's company to include information about worked performed with public entities.
 - x. Offeror should provide any **additional information** determined to be beneficial in the evaluation of offeror's response.
 - xi. Offeror should use the summary **pricing form (Attachment B)** provided to show proposed costs to provide services. Pricing provided in the initial proposal is subject to negotiation if offeror's proposal is determined to be acceptable. Revised pricing may be submitted by the Offeror in their final proposal if a final proposal is required by DMH.

F. Evaluation Procedures:

- i. Initial proposals will be evaluated and classified into one of three categories for the purpose of holding discussions, if required, with offerors. Those categories are acceptable, potentially acceptable, and unacceptable. This evaluation will be based on minimum mandatory criteria that all proposals must meet in order to receive further consideration (see paragraph "I Minimum Mandatory Criteria"). Offeror's proposals determined to be unacceptable will be notified, in writing, promptly and the notice will include the reason(s) for the proposal being declared unacceptable.
- ii. After initial proposals are categorized those offerors that have submitted proposals that are reasonably susceptible of being selected for award may be scheduled for discussions for the purpose of promoting understanding of DMH requirements and offeror's proposal, facilitate arriving at a contract that will be most advantageous to DMH taking into consideration established evaluation factors; and to determine in greater detail offeror's qualifications. DMH may choose to accept proposals without further discussion. Offerors shall be afforded fair and equal treatment with respect to any opportunity for discussion and revision of proposals, and such revisions may be permitted after initial submissions and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing Offerors.

- G. Proposals determined to be acceptable shall be evaluated against weighted criteria to determine if the proposals meet the needs of DMH. The evaluation will be conducted, minimally, by a committee of three (3) DMH employees. Each Committee member will use the designated rating form to rate each offeror using the consensus method and then a cumulative total of overall ratings will be taken to determine a final score and the vendor with the overall highest rating will be awarded the contract **(See Rating Form Exhibit - D)**.
- H. Evaluators will rate pricing by taking the lowest proposed cost for the service and use it as a base to determine the rating for the remaining offerors. The lowest price will be awarded the full available points and remaining offerors will receive a percentage of the available points. Example - The available points for pricing is 35 and the lowest price is \$50,000.00 and the second lowest is \$100,000.00. The lowest offeror would get 35 points and since \$50,000.00 is 50% of \$100,000.00 the second lowest vendor would get 17.5 points or 50% of the available points.
- I. Minimum Mandatory Criteria:
- i. Proposal must be submitted in writing.
 - ii. Proposal must be submitted in the designated format.
 - iii. Three copies of the proposal must be submitted.
 - iv. The proposal must be signed by the person(s) authorized to sign on behalf of and bind offeror.
 - v. The proposal must be received at the designated location by the designated time on the specified closing date.
 - vi. The proposal is submitted in a properly sealed envelope which contains the required proposal information on the outside of envelope.
 - vii. The proposal contains required reference information to include contact and telephone number.
 - viii. The proposal plan is detailed and addresses all required services.

Attachment A

Service Specifications and Evaluation Information

Section A - Introduction

The Mississippi Department of Mental Health (DMH) issues this Request for Proposals (RFP) to solicit proposals from qualified, experienced, responsible, and financially sound offerors to provide crisis training services for people with Intellectual and Developmental Disabilities (IDD), including any mental health aspects. The selected offeror will assist DMH by providing such services as requested for which the Offeror has the capacity to render.

The offeror is needed to consult with and recommend for implantation a comprehensive program that links the IDD and mental health systems. The proposal should incorporate the elements of person-centered thinking and should be based on evidence-informed practices. In addition to consultation and recommendation for program implementation, the provider should furnish a training system for both professional and non-professional DMH staff on best practices in crisis prevention and intervention for people with IDD and behavioral health crisis.

Section B – Deadlines/Timelines

RFP Issue Date	September 22, 2023
RFP Initial Proposals Due	November 6, 2023 by 11:00 am CST
Expected Contract Start Date	January 10, 2024

DMH reserves the right to amend and/or change the above schedule of events as it deems necessary.

Section C – Evaluation Criteria

Analysis Phase – In this phase of the evaluation process, the evaluation committee will utilize consensus scoring to determine numerical scores for each qualified, but **de-identified/blind as applicable**, proposal received, relative to the technical, management and cost section of each proposal. Evaluation factors are listed in order of their relative importance and weight:

1. Cost Proposal (Weight/Value – 35%) – The competitiveness of the proposed fees.
 - a. Price (Weight/Value 35%) DMH will use a formula to allocate points for Price. The maximum 35% points will be assigned to the lowest, responsive, and responsible proposal price. All other proposals will be assigned points based on the following formula:

$$\frac{X}{Y} * .35 = Z$$

X = lowest bid price

Y = Offeror's price

Z = assigned points

- b. Management Proposal (Weight/Value – 40%) – The personnel, equipment, facilities, and other resources to provide timely services for an entity of comparable size; the ability to technically implement and maintain the structure and resources for providing all services listed in this RFP, demonstrating where applicable the ability to perform the service reflected by technical training, education and general experience of staff and a documented record of past performance of providing services.
- c. Scope of Services Confirmation (Written Confirmation) – The Offeror shall confirm it has the capability, solutions, and action plan for providing the core services identified in Section E Scope of Services by DMH. **Weight/Value – This component of the evaluation is considered pass/fail.**
- d. Technical (Weight/Value – 25%) The Offeror’s proposal or qualifications demonstrate a clear understanding of the scope of work and related objections; the proposal is complete and responsive to the specific request; past performance has been documented.

Section D – Minimum Qualifications

1. Offeror shall have at least three (3) years’ experience as an organization providing training for staff in working with people with Intellectual and Developmental Disabilities (IDD) for a government entity and/or organization that is similar in size and/or scope to the State of Mississippi. Offeror must describe in detail how this requirement is met. Please indicate the month and year in which the proposing company was established.
2. Offeror shall have at least two (2) years’ experience as an organization familiar with the public mental health system in Mississippi or a similar state. Offer must describe in detail how this requirement is met.
3. The Offeror shall assign a Project Manager to the DMH account.

Section E – Scope of Services

Please respond to **Section E – Scope of Services** by restating each service listed and confirm your intention to provide the service as described by responding, “*Confirmed*”. If your company can provide the service, but not exactly as described, respond, “*Confirmed, but with exceptions*”, and state the specific exceptions. If your company is currently unable to provide a listed service, respond by stating “Unable to provide this service”.

Any additional details regarding these services should be provided in your responses to the questionnaire, or as additional information included as an appendix to your proposal.

1. The offeror will propose a set price per training with any stated limits for maximum attendance by groups of staff. The offeror will also propose any individualized training and pricing with respect to this service. It is intended for this to be a requirements contract, but minimum numbers of trainings may be stated over the term of the contract.

2. The offeror should have extensive theoretical and practical knowledge of and experience with the support needs of people with IDD.
3. The offeror should have extensive theoretical and practical knowledge of and experience with the mental health aspects of people with IDD.
4. The offeror should have a theoretically robust, data-driven model of crisis intervention and prevention planning for people with IDD and mental health aspects.
5. The offeror should have extensive knowledge of mental health systems and IDD systems and how the systems can be integrated to maximize efficiency and efficacy of service provision.
6. The consultant should have a robust, comprehensive training system designed for all levels of staff that work with people with IDD. The training system should be theoretically sound as well as practical.

REFERENCE PAGE - EXHIBIT - A

Company Name	Contact Person	Telephone	Address	Date of Last Service/Sale

NOTE: ALL REFERENCES WILL BE CONTACTED AND THEY MUST REPORT THE OFFEROR TO BE OF GOOD REPUTATION IN PROVIDING SERVICES THE SAME AS THOSE REQUESTED IN THIS RFP.

YEARS IN BUSINESS

Indicate the length of time you have been in business providing the services requested in this request for proposals: _____ Years and _____ Months

EXHIBIT-C

CERTIFICATIONS AND ASSURANCES

I/We make the following certifications and assurances as a required element of the offer to which it is attached, 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):

01. Representation Regarding Contingent Fees. The contractor represents that it has/has not (Circle One) retained a person to solicit or secure a State contract upon an agreement or understanding for a commission, percentage, or contingent fee, except as disclosed in the contractor's bid.
02. Representation Regarding Gratuities. The offeror, offeror or contractor represents that it has/has not (Circle One) 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.
03. Certification of Independent Price Determination. The offeror certifies that the prices submitted in response to the solicitation has/has not (Circle One) been arrived at independently and without - for the purpose of restricting competition - any consultation, communication, or agreement with any other offeror or competitor relating to those prices, the intention to submit an bid, or the methods or factors used to calculate the prices bid.
04. Prospective Contractor's Representation Regarding Contingent Fees. The prospective contractor represents as a part of such contractor's bid that such contractor has/has not (Circle One) retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract.
05. Certification of Non-Debarment. By submitting a bid, the offeror certifies that it is/is not (Circle One) currently debarred from submitting bids for contracts issued by an political subdivision or agency of Mississippi and that it is not an agent of a person or entity that is currently debarred form submitting bids for contracts issued by any political subdivision or agency of the State of Mississippi.

Signature:

Title:

Date:

EXHIBIT – D

SERVICE DESCRIPTION_____

EVALUATION FORM RFx#:_____

VENDOR NUMBER: _____

Step 1: The proposal meets the minimum evaluation criteria and is approved for further

consideration. Yes:___ **No:**___ Rating:_____

Step 2: Rate the criteria below using the scoring criteria as set out in this RFP:

Evaluator's Signature:_____

Job Title: _____

Date: _____

EXHIBIT - B

DEPARTMENT OF MENTAL HEALTH PERSONAL SERVICE CONTRACT INDEPENDENT CONTRACTOR

This Personal Service Contract ("Contract") is made by and between the Mississippi Department of Mental Health ("DMH") whose address is 239 North Lamar Street, Suite 1101, Robert E. Lee Building, Jackson, Mississippi 39201 and Contractor, whose address is _____ on the ____ day of _____ under the following terms and conditions:

1. **Scope of Services**

The Contractor will provide services as specified in the Scope of Services listed in Attachment A.

2. **Contract Term**

The period of performance of services under this Contract shall begin on _____, and shall end no later than _____, unless this Agreement is terminated pursuant to the provisions described in Paragraph 31 of this Agreement.

3. **Consideration**

As consideration for the performance of this Contract, the Contractor shall be paid an amount not to exceed _____ in accordance with the terms of this Contract. The services described in Attachment A shall be provided on terms as in the solicitation or negotiation of the parties, where appropriate. Contractor shall submit monthly invoice for services provided in the previous month for approval by the DMH. The invoice shall include: (a) a reference to this Contract (b) Contractor's taxpayer identification number (c) any other details as the DMH may reasonably request. It is agreed that, in no event, the total compensation paid to Contractor will exceed the specified amount contained in this paragraph.

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 *et seq.*

5. **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.

6. **Availability of Funds**

It is expressly understood and agreed that the obligation of the DMH 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 DMH, the DMH 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 DMH of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination. (MCA Section 27-104- 25(3)). DMH shall have the sole right to determine whether funds are available for the payments or performances due under this Contract.

7. **Representation Regarding Contingent Fees**

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

8. **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*.

9. **Record Retention and Access to Records**

The Contractor agrees that the DMH or any of its duly authorized representatives at any time during the term of this Agreement shall have unimpeded, prompt access to and the right to audit and examine any pertinent books, documents, papers, and records of the Contractor related to the Contractor's charges and performance under this Agreement. In addition, such records, including, but not limited to, financial records, supporting documents, statistical records and all other records pertinent to the services performed under this Contract shall be maintained and made available to DMH, any state agency authorized to audit DMH, the federal grantor agency, the Comptroller General of the United States or any of their duly authorized representatives. The Contractor agrees to refund to the DMH any overpayment disclosed by any such audit arising out of or related in any way to this contract. All records related to this Agreement shall be kept by the Contractor for a period of three (3) years after final payment under this Agreement and all pending matters are closed, unless the DMH authorizes their earlier disposition. However, if any litigation, claim, negotiation, audit or other action arising out of or related in any way to this Contract has been started before the expiration 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.

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 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.

11. **Assignment**

The Contractor shall not assign, subcontract or otherwise transfer in whole or in part, its rights or obligations under this Contract without prior written consent of the DMH. Any attempted assignment

or transfer without said consent shall be void and of no effect.

12. **Compliance with Laws**

The Contractor understands that the DMH 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 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 Contract shall be subject to, all DMH policies and procedures and all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

13. **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.

14. **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.

15. **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:

- (1) 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;

- (2) the loss of any license, permit, certification or other document granted to Contractor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year; or,
- (3) 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.

16. **Independent Contractor**

The Contractor shall perform all services as an Independent Contractor and shall at no time act as an agent for the DMH. No act performed, or representation made, whether oral or written, by the Contractor with respect to third parties shall be binding on the DMH. Neither the Contractor nor its employees shall, under any circumstances, be considered servants, agents, or employees of the DMH; and the DMH shall no time be legally responsible for any negligence or other wrongdoing by the Contractor, its servants, agents, or employees. It is expressly understood and agreed that DMH enters into this Contract with Contractor based on the procurement of professional services and not based on an employer-employee relationship. For all purposes under this Contract, it is 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 Contractor shall be paid as a gross sum with no withholdings or deductions being made by DMH for any purpose from said Contract sum. Contractor accepts exclusive responsibility for the payment of Federal Income Tax, State tax, Social Security, and any other withholdings that may be required.

Contractor represents that it is qualified to perform the duties to be performed under this Contract and that it has, or will secure, if needed, at its own expense, applicable personnel who shall be qualified to perform the duties required under this Contract. Such personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of DMH. Any person assigned by Contractor to perform the services hereunder shall be the employee of Contractor, who shall have the sole right to hire and discharge its employee. DMH may, however, direct Contractor to replace any of its employees under this Contract. Contractor will be responsible for the behavior of all its employees and subcontractors while on the premises if any DMH location. Any employee or subcontractor of Contractor acting in a manner determined by the administration of that location to be detrimental, abusive or offensive to any of the staff will be asked to leave the premises and may be suspended from further work on the premises. All employees and subcontractors of Contractor who will be working at such locations shall be covered by Contractor's comprehensive general liability insurance policy. 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. Neither Contractor nor its employees are entitled to state retirement or leave benefits.

17. **Modification or Renegotiation**

This Agreement may be modified, altered or changed only by written agreement signed by the parties hereto. The parties agree to renegotiate the agreement if federal, state and/or the DMH revisions of any applicable laws or regulations make changes in this Contract necessary.

18. **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>.

19. **Ownership of Documents and Work Papers**

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

20. **Indemnification**

To the fullest extent allowed by law, the Contractor shall indemnify, defend, save and hold harmless, protect, and exonerate the DMH, its 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 attorneys' fees, and claims for damage arising out of or caused by the Contractor and/or its partners, principals, agents, employees and/or subcontractors in the performance of or failure to perform this Contract.

21. **Third Party Action Notification**

The Contractor shall notify DMH in writing within five (5) business days of its receipt of liquidation or receivership proceedings or within five (5) business days of its receipt of notification of any action or suit being filed or any claim being made against Contractor or DMH by any entity that may result in litigation related in any way to this Contract and/or which may affect the Contractors performance under this Contract. Failure of the Contractor to provide such written notice to DMH shall be considered a material breach of this Contract and the DMH may, at its sole discretion, pursue its rights as set forth in the Termination clauses herein and any other remedies it may have at law or in equity.

22. **Notices**

All notices required or permitted to be given under this Contract must be in writing and personally delivered or sent by facsimile provided that the original of such notice is sent by certified United States mail postage prepaid, return receipt requested, or overnight courier with signed receipt, 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 the Contractor:

For DMH:
Lisa Wallace, Contract Coordinator
Mississippi Department of Mental Health
239 North Lamar Street, Suite 1104
Jackson, Mississippi 39201

23. **Severability**

If any term or provision of this Contract is prohibited by the laws of this 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. **Change in Scope of Work**

The Mississippi Department of Mental Health may order changes in the work consisting of additions, deletions, or other revisions within the general scope of the contract. No services may be changed, no changes to the amount of compensation to the Contractor or other adjustments to the contract, unless such changes or adjustments have been made by written amendment to the contract signed by the Mississippi Department of Mental Health and the Contractor.

If the Contractor believes that any particular work is not within the scope of the project, is a material change, or will otherwise require more compensation to the Contractor, the Contractor must immediately notify the Mississippi Department of Mental Health in writing of this belief. If the Mississippi Department of Mental Health believes that the particular work is within the scope of the contract as written, the Contractor will be ordered to and shall continue with the work as changed and at the cost stated for the work within the scope.

25. **Failure to Enforce**

Failure by the DMH, 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 the DMH to enforce any provision at any time in accordance with its terms.

26. **Conflict of Interest**

Contractor shall notify the DMH of any potential conflict of interest resulting from the representation of or service to other clients. If such conflict cannot be resolved to the DMH's satisfaction, the DMH reserves the right to terminate this Contract.

27. **Sovereign Immunity**

By entering into this Contract with Contractor, the State of Mississippi does, in no way, waive its sovereign immunities or defenses, as provided by law.

28. **Confidential Information**

Contractor shall treat all DMH data and information to which it has access by its performance under this Contract as confidential and shall not disclose such data or information to a third party without specific written consent of DMH. In the event that Contractor receives notice that a third-party requests divulgence of confidential or otherwise protected and/or has served upon it a subpoena or other validly issued administrative or judicial process ordering divulgence of such information, Contractor shall promptly inform the DMH and thereafter respond in conformity with such subpoena to the extent mandated by state and/or federal laws, rules and regulations. This Article shall survive termination or completion of this Contract and shall continue in full force and effect and shall be binding upon the Contractor and its agents, employees, successors, assigns, subcontractors or any party or entity claiming an interest in this Contract on behalf of, or under the rights of the Contractor following any termination or completion of this Contract.

29. **Stop Work Order**

(1) *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:

- (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 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.

30. **Termination**

The DMH may terminate this Contract with or without cause upon ten (10) days written notice to the Contractor. The Contractor may terminate this Contract with cause upon thirty (30) days written notice to the DMH.

A. Termination for Convenience:

(1) *Termination*. The DMH Executive Director 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 DMH Executive Director or designee shall give written notice of the termination to Contractor specifying the part of the contract terminated and when termination becomes effective.

(2) *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 DMH Executive Director 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.

B. Termination for Default

(1) *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 DMH Executive Director 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 DMH Executive Director 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 DMH Executive Director or designee may procure similar supplies or services in a manner and upon terms deemed appropriate by the DMH Executive Director 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.

(2) *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.

(3) *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 DMH Executive Director 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.

- (4) *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 DMH Executive Director 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 DMH Executive Director 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 "Termination for Convenience" in fixed price contracts and "Termination" in cost- reimbursement contracts.
- (5) *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.
- (6) *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.

C. Termination Upon Bankruptcy

This contract may be terminated in whole or in part by DMH 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.

31. **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.

32. **Attorney's Fees and Expenses**

Subject to other terms and conditions of this agreement, in the event Contractor defaults in any obligations under the 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 the enforcing of 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 the Contractor.

33. **Insurance**

The contractor shall maintain at least the minimum level of workers' compensation insurance, comprehensive general liability or professional liability insurance with minimum limits of \$50,000 per case. The Mississippi Department of Mental Health reserved 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. The vendor shall be prepared to provide evidence of required insurance upon request by DMH at any point during the contract period and should consult with legal counsel regarding its obligations.

34. **Entire Agreement**

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

35. **Approval**

It is understood that 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.

36. **Contract Management**

If the Contractor fails to satisfactorily complete the deliverables noted in the scope of services, the Contracting Agency will inform the Contractor, and the Contractor shall complete corrective action within twenty-four (24) hours. No payment shall be made to the Contractor until all deficiencies have been corrected. If the Contractor exhibits a pattern of non-performance as shown by repeated deficiencies, the Contracting Agency may terminate the contract without further obligation to the Contractor.

This Contract has been entered into and executed by DMH and Contractor hereto as of the day and year first above written.

Contractor

Date

Mississippi Department of Mental Health

Date