

# State of Mississippi

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## State Veterans Affairs Board

\* This Request for Proposal was amended to correct certain dates. The submission deadline has been extended to April 16, 2015.

### **REQUEST FOR PROPOSAL**

*Proposal Number 1731-15-R-RFPR-00023*

*(Therapy services at State Veterans Homes in Collins, Jackson, Kosciusko and Oxford)*

### **I. THERAPY SERVICES**

**1. DESCRIPTION:** The State of Mississippi through the State Veterans Affairs Board is soliciting proposals for the provision of therapy services at State Veterans Homes in Collins, Jackson, Kosciusko, and Oxford, Mississippi.

The State Veterans Affairs Board will receive proposals from companies having specific experience and qualifications in the area identified in the solicitation. For consideration, proposals for the project must contain evidence of the Offeror's experience and abilities in the specified area and other disciplines directly related to the proposed service. Other information required by the State Veterans Affairs Board may be included elsewhere in the solicitation. Unless otherwise stated, all Offerors shall provide references and any other information that clearly demonstrates the Offerors' expertise in the area of the solicitation.

A selection committee shall review and evaluate all replies. The selection committee will have only the response to the solicitation to review for selection of finalists. It is therefore important that respondents emphasize specific information pertinent to the work. Evaluation of the responses will be based on the following criteria:

- A. The plan for performing the required services.
- B. Ability to perform the services as reflected by technical training and education, general experience, specific experience in providing the required services, and the qualifications and abilities of personnel proposed to be assigned to perform the services.

- C. The personnel, equipment, and facilities to perform the services currently available or demonstrated to be made available at the time of contracting.
- D. Record of past performance of similar work.
- E. Price.

**2. SPECIFICATIONS:** The following services will be provided by the Offeror and its staff:

1. Contractor shall provide qualified and adequate personnel, according to federal and state requirements to perform physical therapy, occupational therapy, and speech pathology services. Proposed staffing levels needed to provide the services specified in this RFP shall be included in the Offeror's proposal.

2. The Offeror will propose a fixed price for each unit of therapy provided for a Veteran resident who has been rated as in need of nursing home care for a VA adjudicated service-connected disability; or the Veteran has a singular or combined service-connected rating of seventy percent (70%) or more based on one or more service-connected disabilities or a rating of total (100%) disability based on individual unemployability. Please include all unit charges for pay codes allowable under the Medicare Part B program for each discipline for nursing home residents.

3. The Offeror's proposal will provide that the State Veterans Affairs Board will be invoiced for a veteran resident who has been rated as in need of nursing home care for a VA adjudicated service-connected disability; or the veteran has a singular or combined service-connected rating of seventy percent (70%) or more based on one or more service-connected disabilities or a rating of total (100%) disability based on individual unemployability. Additionally, the proposal shall provide that the Offeror will provide to the Administrator of each home, by the 5<sup>th</sup> of each month, a list of any resident with a VA rating as stated above for which therapy services are needed and a projected monthly cost for those services.

4. The Offeror's proposal shall provide that for all other residents the Contractor shall invoice Medicare Part B and/or other insurance carried by the resident for services. Any remaining deductible, co-payment in accordance with the Medicare fee allowable amount, or outstanding balance will be invoiced directly to the resident and/or his responsible party. The State Veterans Affairs Board is not responsible for any expenses or costs incurred as a result of services rendered to residents that are not rated as in need of nursing home care for a VA adjudicated service-connected disability; or the veteran has a singular or combined service-connected rating of seventy percent (70%) or more based on one or more service-connected disabilities or a rating of total (100%) disability based on individual unemployability.

5. Contractor shall provide forms for clinical records and prepare clinical recording according to the latest federal and state requirements of each discipline, including evaluations, treatment plans, certifications, re-certification and progress notes.

6. Contractor's staff will attend morning staff meetings, weekly care plan conferences, weekly quality care meetings, and other called meetings as requested by the facility

administrator.

7. Contractor to provide in-service education programs tailored to the needs of the nursing staff and other health care team members to enhance the delivery of quality rehabilitation program to the residents of the facility, and provide consultation, in-service training and assistance to the facility Restorative Nursing Program so that residents maintain the highest level of functioning possible.

8. Contractor will maintain professional responsibility for treatments and care of residents receiving physical therapy, occupational therapy, and speech therapy.

9. Contractor will comply with all CMS regulations in relation to therapy services. Contractor agrees to provide the State Veterans Affairs Board/Facility Administrator with copies of invoices submitted to Medicare for reimbursement as requested.

**3. ISSUING OFFICE:** This Request for Proposals is being issued by the State Veterans Affairs Board of the State of Mississippi. All inquiries, except for questions regarding proposal procedures, must be made in writing to:

Eric Jordan, Director of Operations  
State Veterans Affairs Board  
3466 Highway 80 East  
Pearl, Mississippi 39288  
(601) 576-4850  
Fax: (601) 576-4868

**4. MINIMUM REQUIREMENTS:** The Board desires to have the Offeror undertake to furnish therapy services to residents in the State Veterans Nursing Homes. These Homes, which are under the control of the State Veterans Affairs Board, are located at 3261 Highway 49 Collins, MS 39428; 4607 Lindbergh, Jackson, MS 39209; 310 Autumn Ridge Drive, Kosciusko, MS 39090; and/or 120 Veterans Drive, Oxford, MS 38655.

Any contract resulting from this proposal will be for the period from **July 1, 2015** through **June 30, 2017**.

Offeror shall provide:

- a. Workers' Compensation insurance, sufficient under the laws of the State of Mississippi, covering all persons employed by the Service engaged in the performance of the work under contract with the State Veterans Affairs Board.
- b. Comprehensive General Liability insurance, including blanket Contractual Liability coverage, with maximum limit of \$1,000,000 combined single limit for bodily injury and for property damage per occurrence for personal injury or death, and damage to property arising directly from the

performance of contract.

**5. ENTIRE AGREEMENT:** Any contract, resulting from this Request for Proposals, represents the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations, or agreements, either verbal or written, between the parties hereto relating to the subject matter hereof and shall be independent of and have no effect upon any other contract. A record of formal contract negotiations between the contractual parties will be prepared by the State Veterans Affairs Board and will become a permanent part of the State Veterans Affairs Board's minutes.

The successful Contractor(s) must not commence any billable work until a valid contract has been executed and signed in duplicate - with an original delivered to each party.

**6. TYPE OF CONTRACT:** The contract(s) established shall be on the basis of a fixed cost per unit of therapy. Therapist will provide necessary billing information as required by Medicare.

**7. REJECTION OF PROPOSALS**

Proposals which do not conform to the requirements set forth in this RFP may be rejected by the State Veterans Affairs Board. Proposals may be rejected for reasons which include, but are not limited to, the following:

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

**8. ACCEPTANCE OF PROPOSALS**

The State Veterans Affairs Board 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 the State Veterans Affairs Board. 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. DISPOSITION OF PROPOSALS**

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

**10. COMPETITIVE NEGOTIATION**

The bidding method to be used is that of competitive negotiation from which the State Veterans Affairs Board is seeking the best combination of price, experience and quality of service. Discussions may be conducted with Contractors who submit proposals determined to be reasonably susceptible of being selected for award. Likewise, the State Veterans Affairs Board also reserves the right to accept any proposal as submitted for contract award, without substantive negotiation of offered terms, services or prices. Therefore, all parties are advised to propose their most favorable terms initially.

**11. RFP DOES NOT CONSTITUTE ACCEPTANCE OF OFFER**

The release of the Request for Proposal does not constitute an acceptance of any offer, nor does such release in any way obligate the State Veterans Affairs Board to execute a contract with any other party. The State Veterans Affairs Board 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 the State Veterans Affairs Board.

**12. EXCEPTIONS AND DEVIATIONS**

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

**13. NONCONFORMING TERMS AND CONDITIONS**

A proposal that includes terms and conditions that do not conform to the terms and conditions in the Request for Proposal is subject to rejection as non-responsive. The State Veterans Affairs Board reserves the right to permit the Contractor to withdraw nonconforming terms and conditions from its proposal prior to a determination by the State Veterans Affairs Board of non-responsiveness based on the submission of nonconforming terms and conditions.

**14. PROPOSAL ACCEPTANCE PERIOD**

The original of the proposal and all attachments shall be signed and submitted in a sealed envelope or package to Mr. Randy Reeves, P. O. Box 5947, Pearl, MS 39208, no later than **10:00 a.m. on April 16, 2015**. Timely submission of the proposal is the responsibility of the Contractor. Offers received after the specified time shall be rejected and returned to the Offeror 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 the State Veterans Affairs Board. Each page of the proposal and all attachments shall be identified with the name of the Offeror.

**15. EXPENSES INCURRED IN PREPARING OFFERS**

The State Veterans Affairs Board accepts no responsibility for any expense incurred by the Offeror in the preparation and presentation of an offer. Such expenses shall be borne exclusively by the Offeror.

**16. PROPRIETARY INFORMATION**

The Offeror/proposer 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. Requests to review the proprietary information will be handled in accordance with applicable legal procedures.

**17. ADDITIONAL INFORMATION**

Questions about the request for proposals document must be submitted in writing to Mr. Eric Jordan at P. O. Box 5947, Pearl, MS 39208, or at the physical address: 3466 Highway 80 East, Pearl, MS 39208; fax number: 601-576-4868. Offerors 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. DEBARMENT**

By submitting a proposal, the Offeror certifies that it is not currently debarred from submitting proposals 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 proposals for contracts issued by any political subdivision or agency of the state of Mississippi.

**19. REQUIRED CLAUSES FOR PROCUREMENT**

**Acknowledgement of Amendments**

Offerors 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 State Veterans Affairs Board by the time and at the place specified for receipt of proposals.

**Certification of Independent Price Determination**

The Offeror 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 Offeror or competitor relating to those prices, the intention to submit a proposal, or the methods or factors used to calculate the prices offered.

**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,” Mississippi Code Annotated § 31-7-301, *et seq.*, which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of invoice.

### **E-Verification**

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. 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 hereunder meets the employment eligibility requirements of all immigration law of the State of Mississippi. Contractor understands and agrees, that any breach of these warrants 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; (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

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

**Prospective Contractor’s Representation Regarding Contingent Fees** (*Note: the following clause shall be completed and conspicuously placed within the response bid or proposal*)

The prospective contractor represents as a part of such contractor’s bid or proposal that such contractor has/has not (*use applicable word or words*) retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract.

### **Representation Regarding Gratuities**

The Contractor, 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 Personal Service Contract Rules and Regulations*.

## **20. STANDARD TERMS AND CONDITIONS WHICH WILL BE INCLUDED IN ANY CONTRACT AWARDED FROM THE RFP**

**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 Contractor shall comply with applicable federal and state local laws and regulations.

**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 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 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.

**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 at 210 East Capitol Street, Suite 800, Jackson, MS, for inspection, or downloadable at [www.mspb.ms.gov](http://www.mspb.ms.gov).

**Confidentiality**

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

**Compliance with Laws**

The Contractor understands that the State Veterans Affairs Board 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 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.

**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 the Contractor's proposal.

### **Anti-Assignment/Subcontracting**

The Contractor acknowledges that it was selected by the State Veterans Affairs Board 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 State Veterans Affairs Board, which the State Veterans Affairs Board may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer of its obligations without such consent shall be null and void. No such approval by the State Veterans Affairs Board of any subcontract shall be deemed in any way to provide for the incurrence of any obligation of the State in addition to the total fixed price agreed upon in this agreement. Subcontracts shall be subject to the terms and conditions of this agreement and to any conditions of approval that the State Veterans Affairs Board may deem necessary. Subject to the foregoing, this agreement shall be binding upon the respective successors and assigns of the parties.

### **Antitrust**

By entering into a contract, the Contractor conveys, sells, assigns, and transfers to the State Veterans Affairs Board all rights, titles, and interest it may now have or hereafter acquire under the antitrust laws of the United States and the State of Mississippi that relate to the particular goods or services purchased or acquired by the State Veterans Affairs Board under said contract.

### **Attorneys' Fees and Expenses**

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

### **Authority to Contract**

Contractor warrants (a) that it is a validly organized business with valid authority to enter into this agreement; (b) that it is qualified to do business and in good standing in the State of Mississippi; (c) that entry into and performance under this agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind, and (d) notwithstanding any other provision of this agreement to the contrary, that there are no existing legal proceedings or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this agreement.

### **Change in Scope of Work**

The State Veterans Affairs Board may order changes in the work consisting of additions, deletions, or other revisions within the general scope of the contract. No claims may be made by the Contractor that the scope of the project or of the Contractor's services has

been changed, requiring 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 State Veterans Affairs Board 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 State Veterans Affairs Board in writing of this belief. If the State Veterans Affairs Board 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.

### **Contractor's Personnel**

The State Veterans Affairs Board shall, throughout the life of the contract, have the right of reasonable rejection and approval of staff or Subcontractor assigned to the work by the Contractor. If the State Veterans Affairs Board reasonably rejects staff or Subcontractor, the Contractor must provide replacement staff or Subcontractors satisfactory to the State Veterans Affairs Board in a timely manner and at no additional cost to the State Veterans Affairs Board. The day-to-day supervision and control of the Contractor's employees and Subcontractors is the sole responsibility of the Contractor.

### **Failure to Deliver**

In the event of failure of the Contractor to deliver services in accordance with the contract terms and conditions, the State Veterans Affairs Board, after due oral or written notice, may procure the services from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the State Veterans Affairs Board may have.

### **Failure to Enforce**

Failure by the State Veterans Affairs Board 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 State Veterans Affairs Board to enforce any provision at any time in accordance with its terms.

### **Force Majeure**

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

agreement.

### **Indemnification**

To the fullest extent allowed by law, the Contractor shall indemnify, defend, save and hold harmless, protect, and exonerate the State Veterans Affairs Board, its Board Members, officers, employees, agents, and representatives, and the State of Mississippi from and against all claims, demands, liabilities, suits, actions damages, losses, and costs of every kind and nature whatsoever, including, without limitation, court costs, investigative fees and expenses, and attorneys' fees, 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 agreement. In the State's sole discretion, the Contractor may be allowed to control the defense of any such claim, suit, etc. In the event the Contractor defends said claim, suit, etc., the Contractor shall use legal counsel acceptable to the State; the Contractor shall be solely responsible for all costs and/or expenses associated with such defense, and the State shall be entitled to participate in said defense. The Contractor shall not settle any claim, suit, etc. without the State's concurrence, which the State shall not unreasonably withhold.

### **Independent Contractor Status**

The Contractor shall, at all times, be regarded as an independent contractor and shall at no time act as an agent for the State Veterans Affairs Board. Nothing contained herein shall be deemed or construed by the State Veterans Affairs Board the Contractor, or any third party as creating the relationship of principal and agent, master and servant, partners, joint venturers, employer and employee, or any similar such relationship between the State Veterans Affairs Board and the Contractor. Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any acts of the State Veterans Affairs Board or the Contractor hereunder, creates or shall be deemed to create a relationship other than the independent relationship of the State Veterans Affairs Board and the Contractor. Contractor's personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of the State. Neither the Contractor nor its employees shall, under any circumstances, be considered servants, agents or employees of the State Veterans Affairs Board; and the State Veterans Affairs Board shall be at no time legally responsible for any negligence or other wrongdoing by the Contractor, its servants, agents, or employees. The State Veterans Affairs Board shall not withhold from the contract payments to the Contractor any federal or State unemployment taxes, federal or State income taxes, Social Security tax, or any other amounts for benefits to the Contractor. Further, the State Veterans Affairs Board shall not provide to the Contractor any insurance coverage or other benefits, including Workers' Compensation, normally provided by the State for its employees.

### **No Limitation of Liability**

Nothing in this Agreement shall be interpreted as excluding or limiting any tort liability of the Contractor for harm caused by the intentional or reckless conduct of the Contractor or for damages incurred through the negligent performance of duties by the Contractor or the delivery of products that are defective due to negligent construction.

### **Notices**

All notices required or permitted to be given under this agreement must be in writing and

personally delivered or sent by certified United States mail, postage prepaid, return receipt requested, to the party to whom the notice should be given at the address set forth below.

Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

For the SVAB:  
Mr. Eric Jordan  
P. O. Box 5947  
Pearl, MS 39208

### **Oral Statements**

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this contract. All modifications to the contract must be made in writing by the State Veterans Affairs Board

### **Ownership of Documents and Work Papers**

The State Veterans Affairs Board shall own all documents, files, reports, work papers and working documentation, electronic or otherwise, created in connection with the contract services which are the subject of this Agreement, 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 State Veterans Affairs Board upon termination or completion of the Agreement. The foregoing notwithstanding, the Contractor shall be entitled to retain a set of such work papers for its files. Contractor shall be entitled to use such work papers only after receiving written permission from State Veterans Affairs Board and subject to any copyright protections.

### **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 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 this Agreement. Contractor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.

### **Record Retention and Access to Records**

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

**Recovery of Money**

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

**Right to Inspect Facility**

The State may at reasonable times inspect the place of business of a Contractor or any Subcontractor which is related to the performance of any Contract awarded by the State.

**State Property**

Contractor will be responsible for the proper custody and care of any State-owned property furnished for Contractor's use in connection with the performance of this agreement. Contractor will reimburse the State for any loss or damage, normal wear and tear excepted.

**Termination for Convenience Clause**

- (1) *Termination.* The Executive Director of the State Veterans Affairs Board or his 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 Executive Director or his designee shall give written notice of the termination to the Contractor specifying the part of the contract terminated and when termination becomes effective.
- (2) *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 Executive Director or his designee may direct the Contractor to assign the Contractor's right, title, and interest under terminated orders or subcontracts to the State Veterans Affairs Board. The Contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

**Termination for Default Clause**

- (1) *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 Executive Director of the State Veterans Affairs Board or his designee 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 Executive Director or his designee may procure similar supplies or services in a manner

and upon terms deemed appropriate by the Executive Director or his designee. 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.

(2) *Contractor's Duties.* Notwithstanding termination of the contract and subject to any directions from the Executive Director or his designee, 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.

(3) *Compensation.* Payment for completed services delivered and accepted by the State Veterans Affairs Board shall be at the contract price. The State Veterans Affairs Board may withhold from amounts due the Contractor such sums as the Executive Director or his 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, 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 Executive Director or his 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, 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 Executive Director or his 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, 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).

(5) *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.

(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.

### **Third Party Action Notification**

Contractor shall give the State Veterans Affairs Board prompt notice in writing of any action or suit filed, and prompt notice of any claim made against Contractor by any entity that may result in litigation related in any way to this agreement.

### **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 (1972, as amended). Unless exempted from disclosure due to a court-issued protection 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 other information which is required confidential by state or federal law or outside the applicable freedom of information statutes will be redacted.

### **Unsatisfactory Work**

If at any time during the contract term, the service performed or work done by the Contractor is considered by the State Veterans Affairs Board 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 the State Veterans Affairs Board, immediately correct such deficient service or work. In the event the Contractor fails, after notice, to correct the deficient service or work immediately, the State Veterans Affairs Board 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.

**21. PAYMENTS:** Payments will be made within 45 days (as per State Statute) after receipt of invoice. Invoices may be submitted monthly after the end of the period for which payment is being requested.

**22. TIMETABLE:**

In order to be considered, each Offeror must be capable of meeting the following schedule:

1. Open proposal duration: Commencing **March 10, 2015**

2. Closing date: All proposals must be received in the State Veterans Affairs Board office not later than 10:00 a.m. (CST) on **April 16, 2015**, at which time proposals will be opened. Any proposal(s) received after this time and/or at a different location will be rejected.

3. Announcement of successful Offeror(s): The State Veterans Affairs Board will announce the successful Contractor(s) not later than **April 30, 2015**.

**23. PROTEST**

1. The SVAB shall have authority to determine protests and other controversies of actual offerors in connection with the selection for award of the contract.
2. Any actual offeror or contractor, who is aggrieved in connection with the selection for award of a contract, may file a protest with the SVAB. A protest must be filed promptly, and in any event, within (10) calendar days after such aggrieved person knows or should have known of the facts giving rise thereto. All protests must be written and explain the grievance.
3. The SVAB shall promptly issue a decision in writing. A copy of that decision shall be mailed to the aggrieved party and shall state the reason(s) for the decision taken.

**24. DURATION OF PROPOSAL:**

The Offeror agrees to be bound by its proposal for a period of ninety (90) days from closing date, during which time the State may request clarification of apparent errors for the purpose of evaluation. Amendments or clarifications requested by the State shall not affect the remainder of the proposal, but only that portion so amended or clarified.

**25. RESTRICTIONS ON COMMUNICATIONS WITH SVAB AND STAFF:**

1. From the issuance date of this Request for Proposals until a contractor is selected, and such selection is announced, Offerors are not allowed to communicate with any State Veterans Affairs Board member or staff except for the Executive Director of State Veterans Affairs Board
2. For violation of the aforementioned provision, the State Veterans Affairs Board shall reserve the right to reject any proposal.
3. In order to provide equal treatment to all Offerors, questions should be submitted in writing by **April 1, 2015**. Written responses will be provided to all recipients of this Request for Proposals in the form of addenda.

**26. INDEPENDENT PRICE DETERMINATION:**

1. A proposal will not be considered for award if the price in the proposal was not arrived at independently without collusion, consultation, communication, or agreement as to any matter related to such prices with any other Offeror or competitor. In addition, the Offeror is prohibited from making multiple proposals in a different form.
2. The Offeror must include a certified statement in the proposal certifying that the price was arrived at without any conflict of interest, as described above. Should conflict of interest be detected, any time during the contract, the contract shall be null and void and the contractor shall assume all costs of the Home's operation until such time that a new contractor is selected.

**27. PROPOSAL SUBMISSION REQUIREMENTS**

1. Each Offeror will submit only one proposal. Alternate proposals shall not be allowed and may disqualify Offeror.
2. Offeror must submit separate proposal letters for each Home that Offeror is interested in providing therapy services for (all letters may be in same envelope - see below). Proposal letter(s) setting out cost must be received no later than **10:00 a.m. (CST)** on . Any proposal received after this time and date will be rejected and returned to the Offeror.

3. Proposal letters should be either mailed or delivered to:

**Mr. Randy Reeves, Executive Director  
State Veterans Affairs Board  
3466 Highway 80 East  
P. O. Box 5947  
Pearl, MS 39288**

4. The outside cover, void of logos or other business markings, of the envelope containing the proposal(s) shall be marked:

**(Proposal) THERAPY SERVICES**  
Mississippi State Veterans Affairs Board  
(typed name of Offeror)

**(COVER LETTER ON OFFEROR'S LETTERHEAD, STATING HOW WILL  
COMPLY WITH MINIMUM REQUIREMENTS, AND GIVING PRICE.)**

a. A separate proposal letter is required for each Home that the Offeror is interested in being the therapy service provider.

b. Each proposal letter must be signed by individual authorized to legally bind the Offeror.

5. Proposal letters may also be submitted electronically. See "Attachment A"

## **ATTACHMENT A**

### **Additional Note to Bidders**

Bids may be submitted electronically. Please refer to the links below for the Vendor Registration website as well as tutorials. Please contact the MASH Help Desk (601-359-1343) if you require any assistance.

### **Registration Website**

[https://sus.magic.ms.gov/sap/bc/webdynpro/sapsrm/wda\\_e\\_suco\\_sreg?sap-client=100#](https://sus.magic.ms.gov/sap/bc/webdynpro/sapsrm/wda_e_suco_sreg?sap-client=100#)

### **Tutorial For Registration Process**

[http://uperform.magic.ms.gov/ucontent/7506bb9015c348dd8c10223a706188d0\\_en-US/course/html/course.htm](http://uperform.magic.ms.gov/ucontent/7506bb9015c348dd8c10223a706188d0_en-US/course/html/course.htm)

### **\*\*\*\*\*BID SUBMISSION AFTER REGISTRATION\*\*\*\*\***

[http://www.mmrs.state.ms.us/vendors/Supplier\\_Training.shtml](http://www.mmrs.state.ms.us/vendors/Supplier_Training.shtml)

Click on Supplier Self Service eLearning

Then Click Launch Course

In the top right corner click MENU

Find Lesson 2: RFx

And follow the instructions.