

# INVITATION FOR BIDS



## **Employee Assistance Program**

**The Mississippi Department of Education  
Human Resources**

**RFx No. 3160007493**

**Submission Due Date: October 20, 2025**

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

# INVITATION FOR BID

RFx Bid Number: <b>3160007493</b>	Bid Title: <b>Employee Assistance Program</b>
Dates of Advertisements: <b>1<sup>ST</sup> advertisement – September 18, 2025</b> <b>2<sup>nd</sup> advertisement – September 25, 2025</b>	Program Office: <b>Human Resources</b>
Deadline for Questions: <b>Monday, October 6, 2025, on or before 2:00 p.m.</b>	Bid Due Date and Time: <b>Monday, October 20, 2025, on or before 2:00 p.m.</b>
Dates to Post Answers: <b>Friday, October 10, 2025</b>	Bid Opening Time: <b>Monday, October 20, 2025, <u>2:30 p.m.</u></b>
Term of Anticipated Contract: <b>December 4, 2025 – June 30, 2030</b>	Contract Approval: <b>December 4, 2025 (PPRB)</b> <b>November 20, 2025 (SBE)</b>

You are invited to participate in this Invitation for Bid (IFB). Please submit your bid response, all required forms and the vendor acceptance in conformance with the instructions specified herein. By submitting a bid response, the bidder agrees and promises to provide and deliver to the State all products and services contained in this IFB for which a contract is awarded by the State. The bidder shall fully perform the contract in accordance with all specifications, terms and conditions, and requirements contained in the IFB.

By submitting a bid, the Bidder must provide the ***MS Secretary of State's Certificate of Good Standing*** as evidence and proof to certify that the Bidder is registered to do business in the State of Mississippi as prescribed by Mississippi law. The name under which the bid is submitted must exactly match the legal business name or registered fictitious name (DBA) as listed with the Mississippi Secretary of State's Office, including associated business details such as address and status.

**Mississippi state retirees** are required to complete a PERS Form as mandatory by Mississippi Code Annotated § 25-11-127. Upon notifying applicant of an award, the MDE will submit a completed PERS Form to the PERS Office for processing.

Written acceptance of the bidder's bid response by the State, by issuance of a purchase order or contract, constitutes a binding contract made with the bidder by and between the Mississippi State Department of Education through the Procurement Director named above, and the bidder named below:

<b>Bidder Company Name:</b>			
<b>Street Address:</b>			
<b>P.O. Box:</b>	<b>City</b>	<b>State:</b>	<b>Zip Code:</b>
<b>Toll Free Telephone:</b>		<b>Telephone:</b>	<b>Fax:</b>
<b>Federal I.D. or Social Security No.:</b>		<b>E-Mail:</b>	
<b>Type or Print Name of Person Signing:</b>		<b>Title:</b>	
<b>Authorized Signature:</b>		<b>Date:</b>	

**The Mississippi Department of Education**  
**Terms and Conditions**  
**Employee Assistance Program**

*This solicitation is to provide information required to submit a response to this Invitation for Bid (IFB). Please be aware that changes to previous versions may have been made.*

**1. PREPARATION OF BID**

The Invitation for Bid (IFB) may be submitted electronically or shipped to the Mississippi Department of Education (MDE). **The complete bid packet including all attachments shall be submitted in a searchable Microsoft Office® format, preferably in Word® or Portable Document Format (PDF) only.** *In person delivery of bids will not be accepted or considered for an award.*

Shipped to:  
(USPS, UPS, Fed Ex)

**ATTN: Monique Corley**  
Office of Procurement  
The Mississippi Department of Education  
**Employee Assistance Program**  
**Due Date: October 20, 2025, 2:00 p.m., CST**  
**RFx No. 3160007493**  
359 North West Street  
Jackson, MS 39201  
**(DO NOT OPEN)**

All bids submitted shall be in compliance with all conditions stated herein. All bid prices and notations must be printed in ink or typewritten. No erasures permitted. Errors may be crossed out and corrections printed in ink or typewritten adjacent and must be initialed, in ink, by the person signing bid. The MDE will not be responsible for delivery delays of lost packets. All risk of late arrivals due to unanticipated delays – whether delivered by shipping or electronic method – is entirely on the bidder.

1. To submit bids electronically, bidders must be [registered](#) in the MAGIC system as a State of MS Supplier, have a login, password, and supplier number and meet all technical requirements to upload bid packet. Please contact mash [mash@dfa.ms.gov](mailto:mash@dfa.ms.gov) for help. Please visit and register at DFA: Mississippi Suppliers (Vendors) ([ms.gov](http://ms.gov)). If assistance is required, contact MASH help desk at 601-359-1343 at least 72 hours in advance of the due date for submission. Bids received after the time designated in the solicitation shall be considered late and shall not be considered for award.
2. Failure to examine any drawings, specifications, and instructions will be at bidder's risk.
3. Price each item separately.
4. Price options shall not be included or considered unless specified in the solicitation.
5. Available specifications shall be sufficient to make the terms binding.
6. Information must be furnished according to bid.
7. It is understood that reference to available specifications shall be sufficient to make the terms of such specifications binding the bidder.

8. Time Performance. The number of calendar days in which delivery will be made after receipt of order shall be indicated in the bid specifications.
9. The terms “Bidder” and “Contractor” are referenced throughout this IFB. References to the “Bidder” are used in conjunction with the proposing organization and procurement process leading up to the final IFB selection and award. The term “Contractor” denotes the role assumed, post-award, by the winning Bidder. Additionally, the terms “State of Mississippi,” “State” or “the MDE” may be used interchangeably throughout this IFB to denote the entity issuing the IFB and requesting responses from Bidders throughout these specifications.

## 2. REQUEST FOR RECONSIDERATION

Any potential Bidder has an opportunity to request that the MDE reconsider the terms of the solicitation. Any such request shall be filed with the MDE’s Office of Procurement, attention Director and the Office of Personal Service Contract Review, attention Director **within three business days following the date of the public notice**. It shall be the sole responsibility of the requesting vendor to ensure the request is timely received by all required parties. Failure to timely request reconsideration in compliance with this Section results in waiver of any claim regarding the terms of the solicitation.

The request shall contain the following:

- requesting vendor’s name, a single contact person and all contact information for the contact person
- the RFx number (3160007493) of the solicitation, and the date the IFB was issued (September 18, 2025)
- the request shall identify which of these rules and regulations the requesting vendor believes to have been violated by the solicitation, as written
- the request may not be based on anything other than the solicitation document and these rules and regulations
- exhibits shall not be included with the request. Rather, the requesting vendor shall clearly identify the section(s) of the solicitation document at issue in its request
- the request shall not be supplemented

**MDE Email Address:** [ProcurementQnR@mdek12.org](mailto:ProcurementQnR@mdek12.org)

**Subject Line:** Reconsideration Letter; Solicitation RFx Number: 3160007493

**PPRB Email Address:** Teselyn Funches [teselyn.funches@dfa.ms.gov](mailto:teselyn.funches@dfa.ms.gov)

**Subject Line:** Reconsideration Letter; Solicitation RFx Number: 3160007493

### 2.1 Agency Decision on Request for Reconsideration

The MDE shall consider whether the solicitation document, as written, contains the violation alleged by the requesting potential Bidder and issue a written response to the request. The Agency’s discretion to make subjective decisions in response to a request for reconsideration is limited only by the requirement that such discretion be supported by a legitimate business reason and exercised in a manner that is fair to all potential bidders.

The MDE’s decision shall be issued in a sufficient amount of time for the requesting Bidder to consider the MDE response in preparation of its bid, even if this requires the bid submission deadline to be amended. If the MDE decision is issued less than 14 days prior to the bid submission deadline, the MDE shall make a written determination that the amount of time allotted between

the issuance of the MDE decision and the bid submission deadline is reasonable under the circumstances.

### **3. RESTRICTIONS ON COMMUNICATIONS WITH THE PROGRAM OFFICE**

From the issue date of this solicitation until a Contractor is selected and the Contract is signed, Bidders and/or their representatives are prohibited to communicate with the **program office** staff regarding this procurement.

### **4. ORDER OF COMMUNICATIONS BY AMENDMENT**

Any and all corrections and changes, clarifications, etc., communicated between the MDE and the vendor shall be in writing. Vendor(s) shall assume all risks if acting otherwise. Questions and/or correspondence relating to this bid must be emailed to the attention of the Office of Procurement at [ProcurementOnR@mdek12.org](mailto:ProcurementOnR@mdek12.org) by **Monday, October 6, 2025** at 2:00 p.m. (CST). Responses will be posted to the MDE website at [www.mdek12.org](http://www.mdek12.org) under the "Public Notice" RFP/RFQ/RFA/Invitation to Bid section and will be available to the general public by **Friday, October 10, 2025**. A copy of any corrections, changes, or clarification to the bid shall be submitted electronically in MAGIC.

### **5. QUESTIONS AND ANSWERS**

Questions must be submitted to [ProcurementOnR@mdek12.org](mailto:ProcurementOnR@mdek12.org) and must be received no later than **Monday, October 6, 2025 by 2:00 PM CST**, to ensure a response by the MDE. Responses to questions will be posted to the MDE website at <https://mdek12.org/procurement/rfp/> under MDE Bid Announcements as an amendment to the solicitation on **Friday, October 10, 2025**. Questions received after **the deadline** shall not be considered. It is the Bidder's sole responsibility to regularly monitor the website for amendments and/or announcements concerning this solicitation.

### **6. ACKNOWLEDGMENT OF ADMENDMENTS**

The MDE reserves the right to amend this solicitation at any time. Should an amendment to the solicitation be issued, it will be posted to the MDE website at <https://www.mdek12.org/PN/RFP> under "Public Notice" RFP/RFQ/RFA/Invitation to Bid section. Bidders must acknowledge receipt of any amendment to the solicitation by signing and returning the amendment acknowledgment form. Please monitor the website for amendments to the solicitation. **The MDE responses to questions will be treated as amendments to the solicitation and will require acknowledgment.** It is the Bidder's sole responsibility to monitor MDE website or emails for amendments to this solicitation.

### **7. SUBMISSION OF BID**

All bids shall be signed and sealed. An agent authorized to enter into an agreement must sign bid. The bidder's name and address must be listed on the outside of the envelope, along with the date of the bid opening, and **RFx Number: 3160007493**. Bids, bid modifications, or corrections received after **2:00 p.m., CST on Monday, October 20, 2025**, will not be accepted. The MDE will not be responsible for delivery delays of lost packets. All risk of late arrivals due to unanticipated delays – whether delivered by shipping or electronic method – is entirely on the bidder.

- a. When submitting a bid electronically, the authorized signature may be typed or be an electronic signature.

- b. When submitting the response to the IFB electronically, all questions must be answered within the IFB and a response must be submitted for all proposed items in bid.

## **8. MINOR INFORMALITIES AND IRREGULARITIES**

The MDE had the right to waive minor defects or variations of a bid from the exact requirements of the specifications that do not affect the price, quantity, quality, delivery, or performance of the services being procured and if doing so does not create an unfair advantage for any bidder. If insufficient information is submitted by a bidder for the MDE to properly evaluate the offer, the MDE had the right to require such additional information as it may deem necessary after the submission deadline, provided that the information requested does not change the price, quantity, quality, delivery, or performance time of the services being procured and such a request does not create an unfair advantage for any bidder.

## **9. ACCEPTANCE OF BIDS/RESERVED RIGHTS**

The Mississippi Department of Education (MDE) reserves the right to determine the lowest and responsive bid, reject any and/or all bids, to waive any informality in bids, and unless otherwise specified by the bidders, to accept any items on the bid. The MDE reserves the right to modify or cancel in whole or in part its IFB.

## **10. ERROR IN BID**

Any errors found in bid must submit a bid modification to the MDE prior to the due date specified in the IFB. Erroneous bids, where the mistake is apparent, the MDE may correct or delete the error during the bid.

## **11. WITHDRAWAL OF BID**

Bids may be withdrawn with written notice from bidder who signed the original document prior to the time and date of the bid opening. Any withdrawn or modified offer shall remain unopened in the MDE Procurement File. In accordance with §25-61-1, only opened bids shall be available for inspection by participants.

## **9. FIRM BID PRICE**

The price bid for each item is the service costs, and all other overhead charges of every kind and nature. Unless otherwise specified, prices shall remain firm for the bid.

## **10. AWARD**

It is the intent of the MDE to award a contract to the lowest responsive bidder meeting specifications December 5, 2025, or when all parties sign through June 30 2030. Each year of the contract will be contingent upon the prior year's performance evaluation and availability of funds. Award shall be based on the following factors: (A) adherence to all conditions and requirements of the bid specifications; (B) qualifications of the bidders, including past performance, financial responsibility, general reputation, experience, and service capabilities; (C) delivery or completion date; (D) workmanship, finish, and overall quality; and (E) any bid that does not meet the requirements set out in the specifications shall not be considered for the award.

## 11. NOTICE OF AWARD REVIEW

Upon completion of the bid evaluation process, the MDE Program Office will distribute a Notice of Award through the MDE website and MAGIC, *if the award meets the State's guidelines for posting a Notice of Intent to Award*. Upon receipt of this notification, the vendor should review the Bid Award and notify the Program Office of any errors by a specified date. The specified date will be considered to be the "evaluation review deadline". Vendors who claim to have made an error on their bid and can provide adequate documentation to substantiate the claim may withdraw the bid without penalty anytime on or before the evaluation review deadline. Any vendor who withdraws a bid after the evaluation review deadline shall be disqualified from bidding for a period of 24 months. Any intent to withdraw must be made in writing.

## 12. PERFORMANCE BOND

Awarded vendor must agree to secure a performance bond for 100% of the awarded annual contract amount. The original performance bond is due within ten (10) days of execution of the contract and prior to commencement of services. For multi-year awards, **a performance bond is due to the program office contact each year prior to the commencement of services**. The performance bond shall not be waived or negotiated.

## 13. PUBLIC BID

Bid openings will be open to the public. The bid opening will serve only to open and read the bid price on each bid. No discussion will be entered into with any bidder as to the quality or provisions of specifications. No award will be made either stated or implied at the bid opening. At the completion of the bid call all bids will be reviewed by program staff to ensure all specifications have been met prior to awarding of a contract.

All Bidders are invited to participate in the bid call process. The bid call will take place on **October 13, 2025, at 2:30 p.m., CST** at the Mississippi Department of Education, 359 North West Street, Jackson, MS 39201.

## 14. CONTRACT AND PROPERTY RIGHTS

Contract rights do not vest in any party until a contract is legally executed. The MDE is under no obligation to award a contract following issuance of this solicitation.

Property rights do not inure to any Bidder until such time as services have been provided under a legally executed contract. No party responding to this IFB has a legitimate claim of entitlement to be awarded a contract or to the provision of work thereunder. MDE is under no obligation to award a contract and may terminate a legally executed contract at any time.

### **STANDARD TERMS AND CONDITIONS**

*Certain terms and conditions are required for contracting. Therefore, the Bidder shall assure agreement and compliance with the following standard terms and conditions. If the Bidder has an exemption with any clause below, please provide an explanation on Attachment E.*

#### **1. ACKNOWLEDGMENT OF AMENDMENTS**

Bidders shall acknowledge receipt of any amendment to the IFB in writing. The acknowledgement shall be signed and submitted as an attachment to the bid. Each bidder shall submit a written acknowledgement of every amendment to the MDE on or before the submission deadline.

## **2. ACCEPTANCE PERIOD**

The electronic copy of the response bid shall be signed and submitted as required in the instructions provided in the solicitation no later than the time and date specified for receipt of responses. Timely submission of the response is the responsibility of the bidder.

## **3. ACCESS TO RECORDS**

Contractor agrees that the MDE, or any of its duly authorized representatives, at any time during the term of this agreement, shall have access to, and the right to audit and examine any pertinent books, documents, papers, and records of Contractor related to Contractor's charges and performance under this agreement. Such records shall be kept by Contractor for a period of three (3) years after final payment under this agreement, unless the MDE authorizes their earlier disposition. Contractor agrees to refund to the MDE any overpayment disclosed by any such audit. However, if any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of 3-year period, the records shall be retained until completion of the action and resolution of all issues which arise from it.

## **4. ANTI-ASSIGNMENT/SUBCONTRACTING**

Contractor acknowledges that it was selected by the State to perform the services required hereunder based, in part, upon Contractor's special skills and expertise. Contractor shall not assign, subcontract, or otherwise transfer this agreement, in whole or in part, without the prior written consent of the State, which the State may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer of its obligations without such consent shall be null and void. No such approval by the State of any subcontract shall be deemed in any way to provide for the incurrence of any obligation of the State in addition to the total fixed price agreed upon in this agreement. Subcontracts shall be subject to the terms and conditions of this agreement and to any conditions of approval that the State may deem necessary. Subject to the foregoing, this agreement shall be binding upon the respective successors and assigns of the parties.

## **5. APPLICABLE LAW**

The contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the courts of Mississippi.

## **6. APPROVAL**

It is understood that if this contract requires approval by the Public Procurement Review Board ("PPRB") and/or the Mississippi Department of Finance and Administration Office of Personal Service Contract Review ("OPSCR") and this contract is not approved by the PPRB and/or OPSCR, it is void and no payment shall be made hereunder.

## **7. ATTORNEY'S FEES AND EXPENSES**

In the event Contractor defaults on any obligations under this Agreement, Contractor shall pay to the MDE all costs and expenses, without limitation, incurred by the MDE in enforcing this Agreement or reasonably related to enforcing this Agreement. This includes but is not limited to investigative fees, court costs, and attorneys' fees. Under no circumstances shall the MDE be obligated to pay attorneys' fees or legal costs to Contractor.

## **8. AUTHORITY OF SIGNATORY**

Bidder acknowledges that the individual executing the contract on behalf of the MDE is doing so in his or her official capacity only. To the extent any provision contained in the contract exceeds

the signatory's authority, Bidder agrees that it will not look to that individual in his or her personal capacity or otherwise seek to hold him or her individually liable for exceeding such authority.

#### **9. AUTHORITY TO CONTRACT**

Bidder warrants: (1) that it is a validly organized business with valid authority to enter into this agreement; (2) that it is qualified to do business and in good standing in the State of Mississippi; (3) 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, (4) 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.

#### **10. AVAILABILITY OF FUNDS**

It is expressly understood and agreed that the obligation of the MDE to proceed under this agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of appropriated funds. If the funds anticipated for the continuing time fulfillment of the agreement are, at any time, not forthcoming or insufficient, regardless of the source of funding, the MDE shall the right upon 10 business days written notice to Contractor, to terminate this agreement without damage, penalty, cost, or expense to the MDE of any kind whatsoever. The effective date of the termination shall be as specified in the notice of termination.

#### **11. BACKGROUND CHECKS**

Contractor and/or its employees represents neither has ever been convicted or pled guilty or entered a plea of nolo contendere to a felony in any court of the state of Mississippi, another state, or in federal court in which public funds were unlawfully taken, obtained or misappropriated in the abuse of misuse of any office or employment or money coming into its hands by virtue of any office or employment. Contractor and/or its employees agrees to an initial criminal background check to be performed as well as subsequent criminal background checks that may be necessary and all charges associated with these criminal background checks will be the responsibility of Contractor, if applicable. Any disqualifying information received from the criminal background check will render this agreement null and void.

#### **12. BOARD APPROVAL**

It is understood that if this contract requires approval by the Mississippi State Board of Education, and this contract is not approved by the Mississippi State Board of Education, it is void and no payment shall be made hereunder.

#### **13. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION**

By submitting a bid, the bidder certifies that the prices submitted in response to the solicitation have been arrived at independently and without any consultation, communication, or agreement with any other bidder or competitor for the purpose of restricting competition.

#### **14. CHANGES IN SCOPE OF WORK**

The MDE 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 Contractor that the scope of the project or of Contractor's services has been changed, requiring changes to the amount of compensation to Contractor or other adjustments to the contract, unless such changes or adjustments have been made by written amendment to the contract signed by the MDE and Contractor.

If Contractor believes that any work is not within the scope of the project, is a material change, or will otherwise require more compensation to Contractor, Contractor must immediately notify the MDE in

writing of this belief. If the MDE believes that the work is within the scope of the contract as written, Contractor will be ordered to and shall continue with the work as changes and at the cost stated for the work within the contract.

#### **15. COMPLIANCE WITH EQUAL OPPORTUNITY IN EMPLOYMENT POLICY**

Contractor understands that the MDE is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and Contractor agrees during the term of the agreement that Contractor will strictly adhere to this policy in its employment practices and provision of services.

#### **16. COMPLIANCE WITH LAWS**

Contractor shall comply with, and all activities under this agreement shall be subject to, all applicable federal, state, and local laws and regulations, as now existing and as may be amended or modified.

#### **17. CONFIDENTIALITY**

The MDE is a public agency of the State of Mississippi and is subject to the *Mississippi Public Records Act of 1983*. Miss. Code Ann. §§ 25-61-1 *et seq.* If a public records request is made for any information provided to the MDE by Contractor, the MDE shall follow provisions of Mississippi Code Annotated §§ 25-61-9 and 79-23-1 before disclosing such information – unless Contractor has previously indicated the information is not trade secret or confidential commercial and financial information. The MDE shall not be liable to the Contractor for disclosure of information required by court order or required by law.

#### **18. CONTRACT ASSIGNMENT AND SUBCONTRACTING**

Contractor acknowledges that it was selected by the MDE to perform the services required hereunder based, in part, upon Contractor's special skills and expertise. Contractor shall not assign, subcontract, or otherwise transfer this agreement, in whole or in part, without the prior written consent of the MDE, which may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer of Contractor's obligations hereunder without consent of the MDE shall be null and void.

Subcontracts shall be subject to the terms and conditions of this agreement and to any conditions of approval that the MDE may deem necessary. Subject to the foregoing, this agreement shall be binding upon the respective successors and assigns of the parties.

MDE reserves the right to request changes in personnel assigned to the project. The MDE Project Manager must pre-approve any changes in key personnel through the contract term. Substitutions are not permitted without written approval of the MDE Program Project Manager.

#### **19. CONTRACT RIGHTS**

Contract rights do not vest in any party until a contract is legally executed. The MDE is under no obligation to award a contract following issuance of this solicitation.

#### **20. CONTRACTOR PERSONNEL**

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

Contractor agrees that, at all times, the employees of contractor furnishing or performing any of the services specified under this agreement shall do so in a proper, workmanlike, and dignified manner.

## **21. COPYRIGHTS**

Contractor agrees the MDE shall determine the disposition of the title to and the rights under any copyright by Contractor or employees on copyrightable material first produced or composed under this agreement. Further, Contractor hereby grants to the MDE a royalty-free, nonexclusive, irrevocable license to reproduce, translate, publish, use and dispose of, and to authorize others to do so, all copyrighted (or copyrightable) work not first produced or composed by Contractor in the performance of this agreement, but which is incorporated in the material furnished under the agreement. This grant is provided that such license shall be only to the extent Contractor now has, or prior to the completion of full final settlements of agreement may acquire, the right to grant such license without becoming liable to pay compensation to others solely because of such grant. Contractor further agrees that all material produced and/or delivered under this contract will not, to the best of Contractor's knowledge, infringe upon the copyright or any other proprietary rights of any third party. Should any aspect of the materials become, or in Contractor's opinion be likely to become, the subject of any infringement claim or suit, Contractor shall procure the rights to such material or replace or modify the material to make it non-infringing.

## **22. DEBARMENT AND SUSPENSION**

Contractor certifies to the best of its knowledge and belief, that it:

- (1) is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency or any political subdivision or agency of the State of Mississippi;
- (2) has not, within a three year period preceding this qualification, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction;
- (3) has not, within a three year period preceding this qualification, been convicted of or had a civil judgment rendered against it for a violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (4) is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in paragraph two (2) and (3) of this certification; and,
- (5) has not, within a three year period preceding this qualification, had one or more public transactions (federal, state, or local) terminated for cause or default.

## **23. DISCLOSURE OF CONFIDENTIAL INFORMATION**

In the event that either party to this agreement receives notice that a third-party has served upon it a subpoena or other validly issued administrative or judicial process ordering divulgence of the other party's data or other confidential or otherwise protected information, the party subject to the subpoena or other legal process shall promptly inform the other party at the earliest reasonable opportunity, unless prohibited by law from doing so. Thereafter, the party subject to the legal process shall respond to the extent mandated by law. This section shall survive the termination or completion of this agreement. The parties agree that this section is subject to and superseded by Miss. Code Ann. §§ 25-61-1 *et seq.*

## **24. 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 Ann. § 31-7-301 *et seq.*

## **25. E-VERIFICATION**

If applicable, Contractor represents and warrants that it will ensure its compliance with the *Mississippi Employment Protection Act* and will register and participate in the status verification system for all newly hired employees. Mississippi Code Ann. §§ 71-11-1 and 71-11-3. Contractor agrees to provide a copy of each verification upon request of the MDE subject to approval by any agencies of the United States Government. Contractor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws. The breach of this agreement may subject Contractor to the following:

- (1) termination of this contract and exclusion pursuant to Chapter 15 of the Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations;
- (2) the loss of any license, permit, certification or other document granted to Contractor by an agency, department or governmental entity for the right to do business in Mississippi; or,
- (3) both.

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

## **26. ENTIRE AGREEMENT**

This agreement, including all contract documents, represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations or agreements, irrespective of whether written or oral. This agreement may be altered, amended, or modified only by a written document executed by the MDE and Contractor. Contractor acknowledges that it has thoroughly read all contract documents and has had the opportunity to receive competent advice and counsel necessary for it to form a full and complete understanding of all rights and obligations herein. Accordingly, this agreement shall not be construed or interpreted in favor of or against the MDE or Contractor on the basis of draftsmanship or preparation hereof.

## **27. EXCEPTIONS TO CONFIDENTIAL INFORMATION**

Contractor and the State shall not be obligated to treat as confidential and proprietary any information disclosed by the other party (“disclosing party”) which:

- (1) Is rightfully known to recipient prior to negotiations leading to this agreement, other than information obtained in confidence under prior engagements;
- (2) is generally known or easily ascertainable by nonparties of ordinary skill in the business of the customer;
- (3) is released by the disclosing party to any other person, firm, or entity (including governmental agencies or bureaus) without restriction;
- (4) is independently developed by the recipient without any reliance on confidential information;
- (5) is or later becomes part of the public domain or may be lawfully obtained by the State or Contractor from any nonparty; or,

(6) is disclosed with the disclosing party's prior written consent.

### **28. EXCEPTIONS TO SOLICITATION**

Bidders taking exception to any part of the solicitation shall clearly indicate such exceptions in its offer. Failure to indicate any exception will be interpreted as the Bidder's intent to comply fully with the requirements as written. Conditional or qualified offers, unless specifically allowed, shall be subject to rejection in whole or in part.

### **29. EXPENSES INCURRED IN THE PROCUREMENT PROCESS**

All parties participating in the procurement process with regard to this solicitation shall bear their own costs of participation, pursuant to Section 1.4.4 of the *Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations*.

### **30. FAILURE TO DELIVER**

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

### **31. FAILURE TO ENFORCE DOES NOT CONSTITUTE WAIVER**

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

### **32. 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 cause beyond the reasonable control and without the fault or negligence of such party and/or its subcontractors. Such acts shall include without limitation acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, earthquakes, floods or other natural disasters ("force majeure events"). When such a cause arises, Contractor shall notify the MDE 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. All parties shall make reasonable efforts to minimize the impact of the force majeure event on contract performance. The MDE may exercise any rights it has under the contract which are available when neither party is in default. 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 MDE determines it to be in its best interest to terminate this agreement.

### **33. INDEMNIFICATION**

To the fullest extent allowed by law, Contractor shall indemnify, defend, save and hold harmless, protect, and exonerate the agency, its commissioners, board members, officers, employees, agents, and representatives, and the State of Mississippi from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever including, without limitation, court costs, investigative fees and expenses, and attorney's fees, arising out of or caused by Contractor and/or its partners, principals, agents, employees and/or subcontractors in the performance of or failure to perform this agreement. In the State's sole discretion upon approval of the Office of the Mississippi Attorney General, Contractor may be allowed to control the defense of any such claim, suit, etc. In the event Contractor defends said claim, suit, etc., Contractor shall use legal counsel acceptable to the Office of the Mississippi Attorney General. Contractor shall be solely responsible for all costs and/or expenses associated with such defense, and the State shall be entitled to participate in said defense. Contractor shall

not settle any claim, suit, etc. without the concurrence of the Office of the Mississippi Attorney General, which shall not be unreasonably withheld.

### **34. INDEPENDENT CONTRACTOR STATUS**

Contractor shall, at all times, be regarded as and shall be legally considered an independent contractor and shall at no time act as an agent for the MDE. Nothing contained herein shall be deemed or construed by the MDE, Contractor, or any third party as creating the relationship of principal and agent, master and servant, partners, joint ventures, employer and employee, or any similar such relationship between the MDE and Contractor. Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any acts of the MDE or Contractor hereunder creates or shall be deemed to create a relationship other than the independent relationship of the MDE and Contractor.

Contractor's personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of the MDE. Neither Contractor nor its employees shall, under any circumstances, be considered servants, agents, or employees of the MDE, and the MDE shall be at no time legally responsible for any negligence or other wrongdoing by Contractor, its servants, agents, or employees.

The MDE shall not withhold from the contract payments to Contractor any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to Contractor. Further, the MDE shall not provide to Contractor any insurance coverage or other benefits, including Workers' Compensation, normally provided by the MDE for its employees.

### **35. INFORMATION DESIGNATED BY AGENCY AS CONFIDENTIAL**

Any liability resulting from the wrongful disclosure of confidential information on the part of Contractor, or its subcontractor(s) shall rest with Contractor. Disclosure of any confidential information by Contractor or its subcontractor(s) without the express written approval of the MDE may result in the immediate termination of this agreement.

### **36. INFORMATION DESIGNATED BY CONTRACTOR AS CONFIDENTIAL**

Any disclosure of those materials, documents, data, and other information which Contractor has designated in writing as proprietary and confidential shall be subject to the provisions of Mississippi Code Annotated §§ 25-61-9 and 79-23-1. As provided in the contract, the personal or professional services to be 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.

### **37. INFRINGEMENT INDEMNIFICATION**

Contractor warrants that the materials and deliverables provided to the MDE under this agreement, and their use by the MDE, will not infringe or constitute an infringement of any copyright, patent, trademark, or other proprietary right. Should any such items become the subject of an infringement claim or suit, Contractor shall defend the infringement action and/or obtain for the MDE the right to continue using such items without additional cost to the Agency. Should Contractor fail to obtain for the MDE the right to use such items, Contractor shall suitably modify them to make them non-infringing or substitute equivalent software or other items at Contractor's expense.

In the event the above remedial measures cannot possibly be accomplished, and only in that event, Contractor may require the MDE to discontinue using such items, in which case Contractor will refund to the MDE the fees previously paid by the MDE for the items the customer may no longer use, and shall compensate the MDE for the lost value of the infringing part to the phase in which it was used, up to and including the contract price for said phase. Said refund shall be paid within 10 business days of notice to the MDE to discontinue said use.

Scope of Indemnification: Provided that the MDE promptly notifies Contractor in writing of any alleged infringement claim of which it has knowledge, Contractor shall defend, indemnify, and hold harmless the MDE against any such claims, including but not limited to any expenses, costs, damages and attorney fees that a court finally awards for infringement based on the programs and deliverables provided under this agreement.

In the MDE's sole discretion, upon approval of the Office of the Mississippi Attorney General and the MDE, Contractor may be allowed to control the defense of any such claim, suit, etc. In the event Contractor defends said claim, suit, etc., Contractor shall use legal counsel acceptable to the Office of the Mississippi Attorney General and the MDE. Contractor shall be solely responsible for all costs and/or expenses associated with such defense, and the MDE shall be entitled to participate in said defense. Contractor shall not settle any claim, suit, etc. without the concurrence of the Office of the Mississippi Attorney General and the MDE, which shall not be unreasonably withheld.

### **38. LEGAL AND TECHNICAL SUPPORT**

Contractor shall utilize its knowledge and understanding of applicable legal standards and comply with recognized professional standards and generally accepted measurement principles applicable to assessments and uses of the type described in this contract, including but not limited to standards relating to validity and reliability. Contractor shall consult with the MDE concerning its implementation of the requirements of this section. In the event of a challenge in which the validity or reliability of the use of an assessment developed under this contract is an issue (other than a challenge based on infringement of copyright or other proprietary rights of a third party), Contractor shall cooperate with the MDE and/or the State of Mississippi in the defense of the assessment and shall provide reasonable technical and legal support with regard to Contractor's activities under this contract without additional charges to the MDE or the State.

### **39. MODIFICATION OR RENEGOTIATION**

The parties agree to renegotiate the agreement in good faith if federal and/or state revisions to any applicable laws or regulations make changes in this agreement necessary. This agreement may be modified only by written agreement signed by the parties hereto and approval by the SBE and Public Procurement Review Board, if required.

### **40. NO LIMITATION OF LIABILITY**

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

### **41. 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 shall be made in writing by the MDE, agreed to by Contractor and approved by the SBE and Public Procurement Review Board, if required.

### **42. PAYMODE**

Payments by the MDE using the state's accounting system shall be made and remittance information provided electronically as directed by the state and deposited into the bank account of Contractor's choice. The MDE may, at its sole discretion, require Contractor to electronically submit invoices and supporting documentation at any time during the term of this Agreement. Contractor understands and agrees that the Agency is exempt from the payment of Mississippi taxes. All payments shall be in United States currency.

### **43. PRICE ADJUSTMENT**

- (1) **Price Adjustment Methods.** Any adjustments in contract price, pursuant to a clause in this contract, shall be made in one or more of the following ways:
- a. must be stated in the solicitation describing the method in which any price adjustment will be calculated, the triggering event which makes the price adjustment clause to be enacted.
  - b. by agreement on a fixed price adjustment before commencement of the Additional performance;
  - c. by unit prices specified in the contract;
  - d. by the costs attributable to the event or situation covered by the clause, plus appropriate profit or fee, all as specified in the contract; or,
  - e. by the price escalation clause.
- (2) **Submission of Cost or Pricing Data.** Contractor shall provide cost or pricing data for any price adjustments.

#### **44. PRICE CERTIFICATION**

Any Bidder submitting a response to this solicitation agrees and certifies that it will honor its pricing and all terms and conditions herein for the duration of the contract term described in this solicitation. By submitting a response hereto, Bidder agrees to accept a contract pursuant to the requirements of Section 14.15 of the Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations if so requested by the procuring Agency.

#### **45. PROCUREMENT REGULATIONS**

This solicitation shall be governed by the applicable provisions of the Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations, a copy of which is available on the Mississippi Department of Finance and Administration's website ([www.dfa.ms.gov](http://www.dfa.ms.gov)). Any bidder responding to a solicitation for personal and professional services and any contractor doing business with a state Agency is deemed to be on notice of all requirements therein.

#### **46. PROPERTY RIGHTS**

Property rights do not inure to any Bidder until such time as services have been provided under a legally executed contract. No party responding to this IFB has a legitimate claim of entitlement to be awarded a contract or to the provision of work thereunder. The MDE is under no obligation to award a contract and may terminate a legally executed contract at any time.

#### **47. RECOVERY OF MONEY**

Whenever, under the contract, any sum of money shall be recoverable from or payable by Contractor to the MDE, the same amount may be deducted from any sum due to Contractor under the contract or under any other contract between Contractor and the MDE. The rights of the MDE are in addition

and without prejudice to any other right the MDE may have to claim the amount of any loss or damage suffered by the MDE on account of the acts or omissions of Contractor.

#### **48. RENEWAL OF CONTRACT**

The contract may be renewed at the discretion of the MDE for the term specified in the solicitation under the same prices, terms, and conditions as in the original contract. The total number of renewal years permitted shall not exceed the term specified in the solicitation.

#### **49. BIDDER'S REPRESENTATION REGARDING CONTINGENT FEES**

By responding to the solicitation, the Bidder represents that it has not retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract. If the Bidder cannot make such a representation, a full and complete explanation shall be submitted in writing with the Bidder's response.

#### **50. REPRESENTATION REGARDING GRATUITIES**

Bidder represents that it has not, is not, and will not offer, give, or agree to give any employee or former employee of the MDE a gratuity or offer of employment in connection with any approval, disapproval, recommendation, development, or any other action or decision related to the solicitation and resulting contract. Bidder further represents that no employee or former employee of the MDE has or is soliciting, demanding, accepting, or agreeing to accept a gratuity or offer of employment for the reasons previously stated; any such action by an employee or former employee in the future, if any, will be rejected by Bidder. Bidder further represents that it is in compliance with the Mississippi Ethics in Government laws, codified at Mississippi Code Annotated §§ 25-4-101 through 25-4-121, and has not solicited any employee or former employee to act in violation of said law.

#### **51. REQUIRED PUBLIC RECORDS AND TRANSPARENCY**

Upon execution of a contract, the provisions of the contract which contain the personal or professional services provided, the unit prices, the overall price to be paid, and the term of the contract shall not be deemed to be a trade secret or confidential commercial or financial information pursuant to Mississippi Code Annotated § 25-61-9(7). The contract shall be posted publicly on [www.transparency.ms.gov](http://www.transparency.ms.gov) and shall be available for at the Agency for examination, inspection, or reproduction by the public. The contractor acknowledges and agrees that the MDE and this contract are subject to the Mississippi Public Records Act of 1983 codified at Mississippi Code Annotated §§ 25-61-1, et seq. and its exceptions, Mississippi Code Annotated § 79-23-1, and the *Mississippi Accountability and Transparency Act of 2008*, codified at Mississippi Code Annotated §§ 27-104-151, et seq.

#### **52. RIGHT TO AUDIT**

Contractor shall maintain such financial records and other records as may be prescribed by the MDE or by applicable federal and state laws, rules, and regulations. Contractor shall retain these records for a period of three years after final payment, or until they are audited by the MDE, whichever event occurs first. These records shall be made available during the term of the contract and the subsequent three-year period for examination, transcription, and audit by the Mississippi State Auditor's Office, its designees, or other authorized bodies.

#### **53. RIGHT TO INSPECT FACILITY**

The MDE 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 MDE.

#### **54. SEVERABILITY**

If any part of this agreement is declared invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of the agreement that can be given effect without the invalid or

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

#### **55. 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.

#### **56. STOP WORK ORDER**

The MDE may, by written order to Contractor at any time, require Contractor to stop all or any part of the work called for by this contract. This order shall be for a period of time specified by the MDE. Upon receipt of such an order, Contractor shall forthwith comply with its terms and take all reasonable steps to minimize any further cost to the MDE. Upon expiration of the stop work order, Contractor shall resume providing the services which were subject to the stop work order, unless the MDE has terminated that part of the agreement or terminated the agreement in its entirety. The MDE is not liable for payment for services which were not rendered due to the stop work order.

#### **57. TERMINATION**

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

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

#### **58. TERMINATION UPON BANKRUPTCY**

This contract may be terminated in whole or in part by the MDE 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.

#### **59. THIRD PARTY ACTION NOTIFICATION**

Contractor shall give the customer 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.

#### **60. 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.

**61. UNSATISFACTORY WORK**

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

End of this page

## The Mississippi Department of Education

### 1. BACKGROUND AND PURPOSE

The MDE is seeking to establish a contract with a vendor to provide Employee Assistance Program Services to improve employee mental health, productivity and workplace efficiency.

### 2. SCOPE OF WORK

The Mississippi Department of Education (MDE) seeks to contract with a single vendor to implement a comprehensive Employee Assistance Program (EAP) to address the emotional and personal needs of all MDE employees (approximately 400) and their immediate family members (spouse, children, and stepchildren under the age of 26) at home or enrolled in school full-time. The vendor's central location in Jackson will serve MDE employees within a seventy-five (75) mile radius. MDE offices located outside of Jackson will receive counseling from a licensed therapist within a seventy-five (75) mile radius. All services shall provide the following:

- Confidential assistance for issues including, but not limited to, stress, burn-out, trauma exposure, secondary trauma or compassion fatigue, work/life balance, marital/family problems, substance or process disorders, addictions, anxiety, depression, grief, etc.
- A toll-free, confidential Employee Assistance phone line with 24-hour access for MDE employees and their covered family members. After hours of face-to-face meetings with a counselor in case of an emergency, an emergency is defined as homicidal, suicidal, or actively psychotic.
- Educational seminars regarding mental health issues, alcohol and drug abuse and healthy lifestyle solutions offered to groups of employees, if requested, at various MDE locations.
- Provide an interpreter for hearing impaired employees, when requested.
- Training sessions for MDE managers and supervisors to identify personal and emotional problems that may affect workplace performance. Training in documentation procedures and appropriate employee referral to the EAP.
- Employee brochures, posters, and EAP user guides for MDE employees in both printed and electronic format.
- Quarterly EAP utilization reports shall be prepared and submitted to the Director of Human Resources, including the number of EAP calls, types of referrals, admissions to outpatient therapy, and counseling sessions. **\*\*These reports will not contain the identity of employees nor covered family members but will be statistical summaries.**
- The preferred provider network of MDE shall make referrals for treatment (when appropriate).
- Up to twelve (12) counseling sessions per employee and/or covered family member within the contract period, not to exceed six (6) sessions per issue. Sessions will be provided by licensed professionals in social work, counseling, marriage and family, or psychology. The counseling sessions will occur at the office(s) of the respective therapist or remotely as recommended by the therapist.
- Designated agency representative(s) must authorize all requests for critical incident stress debriefings (CISDS), on-site or virtual agency-specific training, or agency-specific publications/products. The agency will identify the representative(s) at the outset of the contract period and communicate any changes to the vendor.

- Unlimited on-site critical incident stress debriefings (CISDS) are available within 24 hours following a crisis involving MDE employees. As stated above, this must be pre-authorized by designated agency representative(s). The covered time per incident shall be at least eight hours. Travel time shall not be included in the allotted covered time.
- Designated agency representative(s) may direct employees to engage in EAP services (e.g., anger management) and may request progress reports. The employee receiving the services shall authorize any reporting in writing.
- A company representative shall handle reporting any employee concerns to ensure the quality and confidentiality of the EAP.
- The Director of the Division of Human Resources or his/her designee shall provide an evaluation of services and ongoing consultation with the company concerning the administration of the EAP.

Upon execution of a contract, the vendor shall also provide the following regarding the Employee Assistance Program:

- Ensure privacy and confidentiality of information associated with the Employee Assistance Program to the extent required by all Federal and State law(s).
- Ensure all confidential information and materials remain secure. Vendor shall ensure no violation of any state, federal, or local law, including HIPPA guidelines; ensure that there are appropriate safeguards to prevent the use or disclosure of all confidential information and materials (except as provided by law); ensure that all personnel are aware not to use or disclose confidential information and/or materials; and immediately inform the MDE of any use or disclosure of confidential information and/or materials.
- Ensure that vendor personnel fully comply with the policies and procedures of the MDE, the applicable standards of care, Joint Commission standards, and all applicable regulations as they now exist or may be modified.
- Accurately describe the job duties required of its personnel.
- Perform all services provided in the contract between the vendor and the MDE by customary and reasonable industry standards as well as in strict conformance to all laws, statutes, and ordinances and the applicable rules, regulations, methods, and procedures of all government boards, bureaus, offices, and other agencies. No statement within this Invitation for Bids (IFB) shall negate compliance with any applicable governing regulation. The absence of detailed specifications or the omission of a detailed description shall mean that only the best commercial practices will prevail.
- Provide prompt and courteous attention to the needs of MDE and its employees, including assistance with questions that arise.
- Submit a quarterly invoice for payment itemizing each service **performed** and the charge for each supported by the fee computation at the end of each quarter. A utilization report shall accompany each invoice.
- Comply with all laws, regulations, policies, and procedures of the United States of America, the State of Mississippi, and the policies and procedures set forth by the Mississippi Department of Education (MDE). The vendor shall be an equal-opportunity employer. All Vendor personnel shall strictly abide by all state policies and procedures. Deviations from these policies by the vendor or its personnel shall not be tolerated and shall be considered grounds for contract termination.
- Assign an Account Representative to work directly with the MDE.

- Agree to supply reports as requested from the MDE at no additional charge.

### 3. BIDDER REQUIREMENTS

Failure to meet the minimum requirements shall result in bid being disqualified.

- Bidders responding to this IFB shall be established vendors regularly engaged in similar business with at least five (5) years of experience in the applicable service aligned with the scope of work.
- Bidder shall submit a minimum of three (3) references, in the continental U.S., for whom the bidder provided services and/or goods of similar services within the past two (2) years. When checking such references, any negative, (e.g., poor performance, late deliverables, etc.) response may result in disqualification of the bid. (See Vendor Reference Form)
- References shall include business name, address, telephone number, email, and name of individual customer who is familiar with bidder's capabilities.
- Bidders must, upon request of the State, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. This may also include the bidder's financial statement. The MDE and DFA - Office of Personal Service Contract Review reserve the right to make the final determination as to the bidder's ability.
- Bidder must meet the required certification, accreditation, and/or licenses: Counselors on staff with the EAP provider must be licensed in the practices including but not limited to:
  - Marriage/Family therapy
  - Counseling
  - Psychiatry
  - Social Work
- Awarded vendor must begin services on start date specified in the contract. **An implementation period is not permissible.**
- Awarded vendor must agree to secure a performance bond for 100% of the awarded fiscal year contract amount or the total value of a multiple-year contract for services. The performance bond shall not be waived or negotiated.

### 4. ASSIGNMENT

The awarded vendor shall not assign or subcontract in whole or in part, its right or obligations under this agreement without prior written consent of the MDE.

**TENTATIVE TIMELINE**

Start Date	
<ul style="list-style-type: none"> <li>• First date of advertisement</li> <li>• Second date of advertisement</li> </ul>	Thursday, September 18, 2025 Thursday, September 25, 2025
Deadline for Questions	Monday, October 6, 2025, 2:00 p.m.
Answers posted to website	Friday, October 10, 2025
Bid Due Date	Monday, October 20, 2025, 2:00 p.m.
Opening date and time	Monday, October 20, 2025, 2:30 p.m.
Bid evaluations	Tuesday, October 21, 2025
Contract Intent to Award	On/about October 22, 2025

**BID COST DATA**

Because of the scope of this project, we believe it should be possible for different Bidders to arrive at vastly differing estimates. All costs must be derived as a total cost to be considered for an award.

**Price Adjustment to Account for Inflation**

A price adjustment may be allowed which does not exceed the lesser of either 5% or the annual increase in the Consumer Price Index for all Urban Consumers (CPI-U) as published by the United States Bureau of Labor Statistics. Any such price adjustment will be effective only once per 12-month period, on the anniversary of the contract start date. If the CPI-U is a negative number, no adjustment in price shall be allowed. A negative CPI-U shall be counted against any subsequent increases in the CPI-U when calculating any price adjustment relative to later contract years. The Contractor shall provide any support for the request for a price adjustment required by the MDE. The MDE has the sole discretion to determine whether a price adjustment will be allowed. No price adjustment will be allowed other than as described in this paragraph. Any approval of a price adjustment shall be contained in a duly executed written amendment to this Contract.

**ATTACHMENT A****BID RESPONSE FORM**

***Bidder addendums made to the above specifications may deem bid as non-responsive.***

<b>Services</b>	<b>Cost Per Month</b>
<b>December 4, 2025-June 30, 2026</b>	
Up to twelve (12) counseling sessions per employees and covered dependents (in-person or remotely), training sessions, seminars, and workshops Unlimited on-site critical incident stress debriefing (CISDS) available within 24 hours following an in-house crisis or a community crisis involving MDE employees	
<b>July 1, 2026-June 30, 2027</b>	
Up to twelve (12) counseling sessions per employees and covered dependents (in-person or remotely), training sessions, seminars, and workshops Unlimited on-site critical incident stress debriefing (CISDS) available within 24 hours following an in-house crisis or a community crisis involving MDE employees	
<b>July 1, 2027-June 30, 2028</b>	
Up to twelve (12) counseling sessions per employees and covered dependents (in-person or remotely), training sessions, seminars, and workshops Unlimited on-site critical incident stress debriefing (CISDS) available within 24 hours following an in-house crisis or a community crisis involving MDE employees	
<b>July 1, 2028-June 30, 2029</b>	
Up to twelve (12) counseling sessions per employees and covered dependents (in-person or remotely), training sessions, seminars, and workshops Unlimited on-site critical incident stress debriefing (CISDS) available within 24 hours following an in-house crisis or a community crisis involving MDE employees	
<b>July 1, 2029-June 30, 2030</b>	
Up to twelve (12) counseling sessions per employees and covered dependents (in-person or remotely), training sessions, seminars, and workshops Unlimited on-site critical incident stress debriefing (CISDS) available within 24 hours following an in-house crisis or a community crisis involving MDE employees	

**The cost per month above must be inclusive of, but not limited to the following:**

- All required labor
- All required training materials
- All required profit
- All required business and professional incenses, permits, fees, etc.
- All required overhead
- All required insurance
- All required transportation
- All required fuel and mileage

**Pricing Structure:**

**All pricing for services shall include all associated costs with no additional or hidden fees.**

**GRAND TOTAL OF THE BID: \$ \_\_\_\_\_**

**ATTACHMENT B**  
**VENDOR REFERENCES FORM**

Bidder (company name): \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

Number of years your company has been in business: \_\_\_\_\_

**NOTE:** Provide a minimum of three (3) references.

**REFERENCES:**

**Company Name:** \_\_\_\_\_

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

City, State, Zip: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

Contract Description: \_\_\_\_\_

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

**Company Name:** \_\_\_\_\_

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

City, State, Zip: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

Contract Description: \_\_\_\_\_

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

**Company Name:** \_\_\_\_\_

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

City, State, Zip: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

Contract Description: \_\_\_\_\_

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

**ATTACHMENT C****BIDDER RESPONSE CHECK LIST AND ACCEPTANCE**

The following checklist is provided to assist bidders in ensuring all submissions requirements are met. Bidders shall also sign to accept acknowledgment of amendments and acceptance of conditions to include with their bid submission.

Submit: Ship/Mail one (1) original signed copy of the bid response packet:

**OR**

Submit: Upload one (1) original signed copy of the packet electronically in MAGIC:

Documents Required:

_____ <b>Signed Bidder Response Check List</b>	Attached
_____ <b>Bidder References Form</b>	Attached
_____ <b>Bid Response Form (Pricing Sheet)</b>	Attached
_____ <b>Copy of W-9</b>	Attached
_____ <b>State of Mississippi Registered Business</b>	Attached
_____ <b>Acknowledgement of Amendment</b> (MDE webpage)	Attached
_____ <b>MAGIC Supplier Verification</b>	Attached

The Question-and-Answer amendment, if issued, will be posted on the MDE [website](#) under “RFP/RFQ/RFA/Invitation to Bid” section. It is the sole responsibility of all interested bidders to monitor the MDE website for updates regarding any amendments to this solicitation.

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

- 1. That he/she has thoroughly read and understands the IFB thereto;**
- 2. That the company meet all requirements and acknowledges all certifications contained in the IFB thereto;**
- 3. That the company agrees to all provisions of the IFB thereto including, but not limited to, the Required and Optional Clauses to be included in any contract resulting from this IFB;**
- 4. That the company will provide the services required at the prices quoted above and the price was based on an independent price determination without collusion;**
- 5. That, to the best of your knowledge and belief, the cost on pricing or pricing data submitted is accurate, complete, and current as of the submission date;**
- 6. That the company can and will meet all required laws, regulations, and/or procedures related to confidentiality conducting the State’s business and represents that its workers are licensed, certified and possess the requisite credentials to perform services;**

7. That all equipment, materials, etc. contained in the bid meets all local, state and federal requirements. Further, that if the company is the successful bidder and requirements is subsequently found to be deficient pursuant to any local, state, or federal requirements, all costs necessary to bring the equipment, materials, etc. into compliance with aforementioned requirements shall borne solely by the vendor.
8. **REPRESENTATION REGARDING GRATUITIES**  
The Bidder, or Contractor represents that it has not violated, is not violating, and promises that it shall 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. **PROSPECTIVE CONTRACTOR'S REPRESENTATION REGARDING CONTINGENT FEES**  
The prospective Contractor represents as a part of such Contractor's qualification that such Contractor **has ( ) or has not ( )** retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract.
10. **FEDERAL DEBARMENT CERTIFICATION:**  
I hereby certify that Contractor is not on the list for federal debarment on [www.sam.gov](http://www.sam.gov) – System for Award Management.
11. **STATE OF MISSISSIPPI DEBARMENT CERTIFICATION:**  
I hereby certify that Contractor is not on the list for debarment on [www.sos.ms.gov](http://www.sos.ms.gov) for doing business with the State of Mississippi or with any Mississippi State Agency.
12. **PARTNERSHIP DEBARMENT CERTIFICATION:**  
I hereby certify that all entities who are in partnership through this contract or grant with the Mississippi Department of Education (MDE) (subcontractors, subrecipients, et al.) are not on the federal debarment list on [www.sam.gov](http://www.sam.gov) – System for Award Management or the State of Mississippi debarment list. Proof of documentation of partnership verification with SAM shall be kept on file and the debarment status shall be checked prior to submission of every contract/subgrant and modification to MDE.
13. **CERTIFICATION OF INDEPENDENT PRICE DETERMINATION**  
  
The bidder certifies that the prices submitted in response to the solicitation have been arrived at independently and without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to those prices, the intention to submit a bid, or the methods or factors used to calculate the prices bid.
14. **PROPRIETARY INFORMATION**  
  
The enclosed bid **does ( ) or does not ( )** contain trade secrets or other proprietary data which the Bidder wishes to remain confidential in accordance with Section 25-61-9 and 79-23-1 of the Mississippi Code.  
  
If the bid contains **confidential or trade secret, commercial, and financial information**, one (1) additional *confidential or trade* electronic copy of the complete bid including all attachments shall be submitted in a searchable Microsoft Office® format, preferably in Word® or Portable Document Format (PDF).

**The one (1) additional electronic copy shall be labeled “Redacted” CONFIDENTIAL Bid and must be submitted with the response by the deadline date for submission.** The Bidder shall identify and redact trade secret, commercial, and financial information which shall remain confidential throughout the original bid or the **MDE shall consider the entire Bid to be public record.** Per Mississippi Code Annotated §25-61-9(7), the type of service to be provided, the price to be paid and the term of the contract cannot be deemed confidential.

The **“Redacted” CONFIDENTIAL Bid** shall be considered public record and immediately released, without notification to Bidder, pursuant to any request under the Mississippi Public Records Act, Miss. Code Ann. §25-61-1 *et seq.* and Miss. Code Ann. §79-23-1. **If a “Redacted” CONFIDENTIAL Bid is not received,** the original copy shall be used and released for any reason deemed necessary by the MDE, **including but not limited to, submission to the PPRB, posting to the Transparency Mississippi website, releasing due to a Public Records Request, etc.**

The Bidder may be subject to exclusion if the MDE or the PPRB determines that redactions made by the Bidder were made in bad faith in order to prohibit public access to the portions of the bid which are not subject to Mississippi Code Annotated §§ 25-61-9, 75-26-1 through 75-26-19, and/or 79-23-1.

All documentation submitted in response to this solicitation and any subsequent requests for information pertaining to this solicitation shall become the property of the MDE and will not be returned to the Bidder.

**If the enclosed bid does include pages that the Bidder wishes to designate as proprietary, please list page numbers below.**

**ATTACHMENT D****CONTRACTS**

The prospective contractor represents as a part of Employee Assistance Program that contractor **does ( ) or does not ( )** have a current contract with the Mississippi Department of Education (MDE).

*The MDE has the right to review and align solicited services with a contractor's current awarded contract for services to ensure conflicts and/or limitations do not exist. If conflicts and/or limitations exist, the MDE at its discretion may reject the Bidder's bid and the Bidder will not be considered for an award for this solicited service.*

Potential contractors are required to provide a listing of each executed contract or contract applied, please provide the following:

Program Office Name	
Contract Service	
Contract Amount	
Contract Dates of Service	

Program Office Name	
Contract Service	
Contract Amount	
Contract Dates of Service	

**If the packet includes pages that the Bidder wishes to designate as proprietary, please list page numbers and the applicable section below:**

---

**COMPANY NAME:** \_\_\_\_\_

**AUTHORIZED BIDDER'S SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**Note:** Failure to check the applicable word or words and sign the form may result in response being rejected as nonresponsive.

**ATTACHMENT E**  
**EXCEPTION TO THE STANDARD TERMS AND CONDITIONS**

<b>Clause #</b>	<b>Page #</b>	<b>Exception Reason</b> (Short description of exception made)	<b>MDE Acceptance</b> (initial here if accepted)