

Occupational Therapy Services

Boswell Regional Center (BRC) will accept Request for Qualifications (RFQ) until 12:00PM (Central Time), April 24, 2026 for the purpose of hiring one (1) Occupational Therapist to provide Occupational Therapy Services for the Boswell Regional Center Main Campus, MAC and group homes in the Bay Springs, Taylorsville, Magee, Wesson, and Brookhaven locations. A written statement of Qualification along with supporting credentials to serve in this capacity should be contained in a sealed envelope with a separately sealed envelope containing the price proposal. The SOQ can be picked up in the Business Services Building, 1049 Old Simpson Hwy. 149, or by contacting Benjamin Purser at bpurser@boswell.state.ms.us. The SOQ can be mailed or hand delivered to the Business Services Building, 1049 Old Simpson Hwy. 149/ P.O. Box 128, Magee MS 39111 at Benjamin Purser's attention. For more information, call 601-867-5000 extension 75013. RFQ's may also be printed online with the magic portal at <http://Portal.magic.ms.gov>. RFQ# 3150006787

Occupational Therapy Services

Boswell Regional Center (BRC) will accept Request for Qualifications (RFQ) until 12:00PM (Central Time), April 24, 2026 for the purpose of hiring one (1) Occupational Therapist to provide Occupational Therapy Services for the Boswell Regional Center Main Campus, MAC and group homes in the Bay Springs, Taylorsville, Magee, Wesson, and Brookhaven locations. A written statement of Qualification along with supporting credentials to serve in this capacity should be contained in a sealed envelope with a separately sealed envelope containing the price proposal. The SOQ can be picked up in the Business Services Building, 1049 Old Simpson Hwy. 149, or by contacting Benjamin Purser at bpurser@boswell.state.ms.us. The SOQ can be mailed or hand delivered to the Business Services Building, 1049 Old Simpson Hwy. 149/ P.O. Box 128, Magee MS 39111 at Benjamin Purser's attention. For more information, call 601-867-5000 extension 75013. RFQ's may also be printed online with the magic portal at <http://Portal.magic.ms.gov>. RFQ#3150006787

1.0 Terms and Conditions

The Contractor will provide occupation therapy services to Individuals in the Main Campus, Bay Springs, Taylorsville, Magee, Brookhaven, Wesson, and Mississippi Adolescent Center locations. Services will be scheduled as needed or required and will include a maximum of eighty (80) hours per month. The successful contractor shall provide individual evaluations upon request from physicians or referral from the habilitation team, provide annual evaluation reports from occupational therapy, provide consultation regarding supplies, attending habilitation meetings, identifying therapy recommendations which would require the services of a licensed occupational therapist, Recommending OT activities to staff for daily implementation, conduct in-service training for all staff, Abiding by all BRC and DMH policies and procedures. Any and all services will be provided on an as needed basis and must be pre-approved by the Assistant Director or designee.

2.0 Background

- BRC is a licensed healthcare facility that provides an array of services to adults with intellectual and developmental disabilities. These include medical care, clinical services, individualized training, home services, and community programs.
- BRC is operated by the Mississippi State Department of Mental Health. It is located about 50 miles south of Jackson, Mississippi on Highway 149.
- BRC is licensed by the Department of Health for 160 beds with an average daily census of 150 clients.

- BRC clients are served on the grounds of the main campus and in group homes located in Magee, Wesson, and Brookhaven.

3.0 Definitions

- RFQ- Request for Qualifications
- SOQ- Statement of Qualifications
- Respondent- An individual who submits or intends to submit a proposal in response to this RFQ
- Request for Qualifications
- BRC- Boswell Regional Center
- Must/Mandatory/Required- A requirement that must be met for a proposal to receive consideration.
- Contract- The written agreement resulting from this Request of Qualifications/Statement of Qualifications executed by BRC and contractor.
- Principal of offeror- A principal of an offeror is a person or entity who has a 5% or greater ownership interest in the offeror and all individuals in senior-level management positions, regardless of whether those individuals have an ownership interest in the offeror.

4.0 Minimum Qualifications

Education:

Graduation from an accredited school of Occupational Therapy.

AND

Certification, Licensure and/or Registration:

Must be certified by the National Board for Certification of Occupational Therapist and licensed by the Mississippi State Board of Health.

Experience:

Three (2) years of experience as an occupational therapist.

Required Documentation:

Applicant must attach a valid copy of his/her Certification and licensure to practice as an Occupational Therapist.

5.0 Essential Functions

- Providing individual evaluations upon request from physicians or referral from the habilitation team.
- Providing annual evaluation reports from occupational therapy.
- Providing consultation regarding supplies.
- Attending Habilitation Meetings.
- Identifying therapy recommendations which would require the services of a licensed occupational therapist.
- Recommending OT activities to staff for daily implementation.
- Conduct in-service training for staff.
- Abiding by all BRC and DMH Policies and Procedures.

6.0 Performance Measures

- Completing thorough and informative evaluation reports.
- Communicating relevant information to staff regarding needs of clients.
- Providing training to staff on programs, procedures, or techniques.

Evaluation of SOQ will be based upon weighted scoring from the respondent's content.

Performance of the services will begin on July 1, 2026 and will continue for five (5) Type of contract will be a firm fixed price.

The RFQ, Its attachments, the offeror's qualification/submission, and the Best and final Offer, if Applicable, Shall be incorporated into the successful offeror(S) contract.

The RFQ may be canceled at the sole discretion of the Agency pursuant to the requirement in Section 6.10.

The Qualification may be rejected in whole or in part when in the best interest of the Agency pursuant to the requirements in Section 6.10

The qualification offers the notice of the opportunity to request reconsideration of the terms of the solicitation, which can be viewed in Section 6.5.4 of the PPRB OPSCR Rules and Regulations.

In addition to the completed unredacted version of the proposal or qualification, the offeror shall submit a copy of the qualification with information the offeror deems confidential commercial and financial information and/or trade secrets in accordance with Mississippi Code Annotated 25-61-9, 75-26-1 through 75-26-19 and/or 79-23-1 redacted in black.

Offeror may be subject to exclusion pursuant to Chapter 15 of the PPRB OPSCR rules and regulations if the Agency or the PPRB determine that redactions made by the offeror were made in bad faith in order to prohibit public access to portions of the proposal or qualification which are not subject to Mississippi code annotated 25-61-9, 75-26-1 through 75-26-19 and/or 79-23-1.

If the offeror that the redacted version of the Qualification- or if an offeror does not produce a redacted version, the full proposal or qualification- will be released at the Agency's sole discretion, without notice to the offeror, and will be produced as a public record exactly as submitted.

The deadline for submission of the SOQ will be 12:00PM (Central Time), April 24, 2026.

7.0 The following response format shall be used for all submitted SOQ's:

- Boswell will accept written SOQ's with a content of the following:
- Personnel: Attach resumes of all those who will be involved in the delivery of service that includes their experience in this area of service delivery. Indicate the level of involvement by principals of the firm in the day-to-day operation of the contract.
- List of principals, parent organizations, and subsidiary organizations in the qualifications.
- Acceptance of Conditions: Indicate any exceptions to the general terms and conditions of the bid document and to insurance, bonding and any other requirements listed.
- Minimum Information: all information listed in the following section Minimum Information, section 8.0.
- Additional Data: Provide any additional information that will aid in evaluation of this SOQ.
- Cost Data: Estimate the annual cost of the service. Cost data submitted at this stage is not binding and is subject to negotiation if your firm is chosen as a finalist. Include the number of personnel proposed to be assigned to the contract and the total estimated cost of the labor portion of the contract (include a sample staffing chart). Identify all non-labor costs and their estimated totals.

8.0 Minimum Information

- The name of the respondent, the location of the respondent's principal place of business and, if different, the place of performance of the proposed contract;
- Principal of offeror- A principal of an offeror is a person or entity who has a 5% or greater ownership interest in the offeror and all individuals in senior-level management positions, regardless of whether those individuals have an ownership interest in the offeror.
- The age of the respondent's business and average number of employees within the last two (2) years, except when respondent is a contract worker as defined in accordance the Personal Service Contract Review Board, Rules and Regulations. Contract Worker: Contract personnel who do not meet the criteria to be deemed independent contractors by the Internal Revenue Service and who do not meet the criteria to be deemed state service or non-state service employees pursuant to Mississippi Code Annotated § 25-9- 120. Such personnel are classified using a worker identification number ("WIN").
- The qualifications, including licenses, certifications, education, skills, and experience of all persons who would be assigned to provide the required services: and
- A listing of other contracts under which services similar in scope, size, or discipline to the required services were performed or undertaken within the last the (2) years.

9.0 Evaluation of SOQ

Written SOQs submitted to BRC will be evaluated by the following factors:

- Management 35 points
 1. Project management (degree proposed scheduling timeline meets needs) 8 points
 2. History and experience in performing the work via reference checks (record of reliability of timely delivery and on-time and on budget implementation; track record of service as evidenced by on-time, on budget, and contract compliance performance; documented industry or program experience; any record of poor business ethics.) 9 Points
 3. Availability of personnel, facilities, equipment and other resources (in-house resources vs. contracted resources) 9 points
 4. Qualification and experience of personnel (documented experience performing similar work by employees and when appropriate, subcontractor; cultural sensitivity in hiring and training staff or diversity in the offeror's staff) 9 Points

- Technical factors 30 Points
 1. Degree in which the offeror's proposal demonstrates a clear understanding of the scope of work and related objectives or an understanding of what work needs to be done. 7 Points
 2. Degree to which the offeror's proposal or qualification demonstrates a capability to fulfill the requirements of the job or specific RFP or RFQ requirements. 7 Points
 3. Degree of relevance of past performance or documented related/similar methodology used in the past. 8 points
 4. Degree in innovative technology and techniques used. 8 points
- Cost factor 35 points
 1. Pricing through sealed proposal 35 points

10.0 Multi-step sealed qualifications

BRC will be using the multi-step sealed qualifications method in determining an awarded contract. Multi-step sealed qualifications is a two-phase process consisting of the following:

- First phase- the respondent's statements of qualifications are evaluated and a determination is made as to whether a respondent is qualified: and,
- Second phase- the respondents whose statements of qualifications are determined to be qualified based on the evaluation of the criteria from the first phase have their sealed pricing documents opened.

Multi-step sealed qualifications shall include the following:

- That sealed pricing offers are requested;
- The sealed pricing offers are to be submitted at the same time as the statements of qualifications (pricing documents shall be submitted in a separate sealed envelope);
- This is a multi-step sealed qualifications procurement, and the pricing documents will be considered only in the second phase and only from those respondents who are found to be qualified in the first phase;
- BRC will evaluate the Statements of Qualifications with pricing added in as a weighted factor of 35%
- The BRC Procurement Officer may conducted with offers who submit proposals or qualifications determined to be reasonably susceptible of being selected for award, but that proposals or qualifications may be accepted without such discussions.

- That the service being procured shall be furnished in accordance with the respondent's SOQ as found to be finally acceptable and shall meet the requirements of the Request for Qualifications.

11.0 Pricing will be through sealed proposal

The offer will be submitted at the same time as the statement of qualifications and will be submitted in a separately sealed envelope. Please list price per hour for normal working hours: Example \$10 per normal work hours.

The original copy of the price proposal shall be signed and submitted in a sealed envelope or package to the Employment Services Building (across from campus main entrance), 1049 Old Simpson Hwy. 149/P.O. Box 128, Magee MS 39111 no later than 12:00PM (Central Time), April 24, 2026. Timely submission of the price proposal is the responsibility of the respondent. Price Proposals received after the specified time shall be rejected and returned to the respondent unopened. The envelope or package shall be marked with the price proposal. Each page of the price proposal and all attachments shall be identified with the name of the respondent.

12.0 Price Proposal Withdrawal

- If the price proposal is substantially lower than those of other respondents, a mistake may have been made. A respondent may withdraw his/her proposal from consideration if certain conditions are met:
- The proposal is submitted in good faith;
- The price proposal is substantially lower than those of other respondents because of a mistake;
- Objective evidence drawn from original work papers, documents, and other materials used in the preparation of the proposal demonstrated clearly that the

mistake was an unintentional error in arithmetic or an unintentional omission of a quantity of labor or material;

- To withdraw a proposal that includes a clerical error after the opening, the respondent must give notice in writing to BRC of claim of right to withdraw a proposal. Within two (2) business days after the opening, the respondent requesting withdrawal must provide to BRC all original work papers, documents, and other materials used in the preparation of the proposal;
- A respondent may also withdraw a proposal, prior to the time set for the opening of proposal, by simply making a request in writing to BRC. No explanation is required;
- A respondent may also withdraw a proposal if BRC fails to award or issue a notice of intent to award the proposal within two (2) working days after the date fixed for the opening of the price proposal;
- No respondent who is permitted to withdraw a proposal shall, for compensation, supply any material or labor to or perform any subcontract or other work for the person to whom the contract is awarded, or otherwise benefit from the contract;
- No partial withdrawals of a proposal are permitted after the time and date set for the SOQ opening; only complete withdrawals are permitted.

13.0 Method of Award

Awards may be made up to one (1) vendor receiving the highest scores during the evaluation process.

14.0 Proposal Certification

The respondent agrees that submission of a signed proposal is certification that the respondent will accept an award made to it as a result of the submission.

15.0 Proposal Investigations

Before submitting a proposal, each respondent shall make all investigations and examinations necessary to ascertain all conditions and requirements affecting the full performance of the contract and to verify any representations made by the BRC upon which the proposal will rely. If the respondent receives an award as a result of its proposal submission, failure to have made such investigations and examinations will in

no way relieve the respondent from its obligation to comply in very detail with all provisions and requirements of the contract documents, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever for additional compensation.

16.0 Debarment

By submitting a proposal, the respondent certifies that it is not currently debarred from submitting proposals/bids for contracts issued by any political subdivision or agency of Mississippi, and that it is not an agent of a person or entity that is currently debarred from submitting proposal/bids for contract issued by any political subdivision or agency of Mississippi.

17.0 EXCEPTIONS TO SOLICITATION

Offerors 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 offeror'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.

18.0 Expenses Incurred in Preparing Proposal

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*.

19.0 Late Submissions

- A proposal received at the place designated in the solicitation for receipt of proposal after the exact time specified for receipt will not be considered unless it is the only proposal received, or it is received before award is made and was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of the RFQ. It must be determined by BRC that the late receipt was due solely to mishandling by BRC after receipt at the specified address.
- The only acceptable evidence to establish the date of mailing of a late proposal is the U.S. Postal Service postmark on the wrapper or on the original receipt form the U.S. Postal Service. If the postmark does not show a legible date, the

contents of the envelope or package shall be processed as if mailed late.

“Postmark” means a printed, stamped, or otherwise placed impression, exclusive of a postage meter impression, that is readily identifiable without further action as having been supplied and affixed by the U.S. Postal Service on the date of mailing. Respondents should request postal clerks to place a hand cancellation postmark (often called a bull’s eye) on both the receipt and the envelope or wrapper.

- The only acceptable evidence to establish the time of receipt at the office identified for proposal opening is the time and date stamp of that office on the proposal wrapper or other documentary evidence of receipt used by that office.

20.0 Nonconforming Terms and Conditions

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

21.0 Reservation of Rights

Any and all forms, reports, designs, and other materials prepared by Respondents for the BRC shall be used by the program and Mississippi Department of Mental Health only for its own internal operations. BRC retains all rights and interest in said reports.

22.0 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.

23.0 Availability of Funds

It is expressly understood and agreed that the obligation of **Boswell** to proceed under this agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of the 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, Boswell shall have the right upon 10 business days written notice to Contractor, to terminate this agreement without damage, penalty, cost or expense to the Boswell of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

24.0 OFFEROR'S REPRESENTATION REGARDING CONTINGENT FEES

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

25.0 Offerors Representation Regarding Gratuities

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

26.0 Acknowledgment of Amendments

Offerors shall acknowledge receipt of any amendment to the RFQ in writing. The acknowledgement shall be submitted by email. Each offeror shall submit a written acknowledgement of every amendment to the Boswell on or before the submission deadline.

27.0 Certification of Independent Price Determination

By submitting a qualification, the offeror 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 offeror or competitor for the purpose of restricting competition.

28.0 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). Any offeror 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.

29.0 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 commercial or financial information and shall be available for examination, copying, or reproduction.

30.0 Transparency

This contract, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," and its exceptions. See Mississippi Code Annotated 25-61-1 et seq. and Mississippi Code Annotated 79-23-1. In addition, this contract is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Mississippi Code Annotated 27-104-151 et seq. Unless exempted from disclosure due to a court-issued protective order, a copy of this executed contract is required to be posted to the Department of Finance and Administration's independent agency contract website for public access at <http://www.transparency.mississippi.gov>. Information identified by respondent as trade secrets, or other proprietary information, including confidential vendor information or any other information which is required confidential by state or federal law or outside applicable freedom of information statutes, will be redacted.

31.0 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

32.0 Debriefing Request

A vendor, successful or unsuccessful, may request a post award vendor debriefing, in writing, by U.S. mail or electronic submission, to be received by the agency within three (3) business days of notification of the contract award. A vendor debriefing is a meeting and not a hearing; therefore, legal representation is not required. If a vendor prefers to have legal representation present, the vendor must notify the agency and identify its

attorney. The agency shall be allowed to schedule and/or suspend and reschedule the meeting at a time when a representative of the Office of the Mississippi Attorney General can be present.

33.0 HIPAA

Respondent agrees to comply with the Final Omnibus Rule of the Health Insurance Portability and Accountability Act of 1996 and any amendments there too, including electronic data interchange, code sets, identifiers, security, and privacy provisions, as may be applicable to the service under this contract.

34.0 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 "Timely Payments for Purchases by Public Bodies" laws, which generally provide for payment of undisputed amounts by the Agency within 45 calendar days of receipt of invoice. Mississippi Code Annotated § 31-7-301, et seq

35.0 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 Annotated §§ 71-11-1 and 71-11-3. Contractor agrees to provide a copy of each verification upon request of the Boswell 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 clause 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 costs incurred by the Agency due to Contract cancellation or loss of license or permit to do business in the state.

36.0 Paymode

Payments by Boswell 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. Boswell 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.

37.0 Stop Work Order

Boswell 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 Boswell. 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 Boswell. Upon expiration of the stop work order, Contractor shall resume providing the services which were subject to the stop work order, unless the Boswell has terminated that part of the agreement or terminated the agreement in its entirety. Boswell is not liable for payment for services which were not rendered due to the stop work order.

38.0 Approval

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

39.0 COMPLIANCE WITH EQUAL OPPORTUNITY IN EMPLOYMENT POLICY

Contractor understands that Boswell regional Center 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.

40.0 CONTRACT RIGHTS

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

41.0 Property Rights

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

42.0 Representation Regarding Gratuities

Offeror represents that it has not, is not, and will not offer, give, or agree to give any employee or former employee of Boswell 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. Offeror further represents that no employee or former employee of Boswell 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 offeror. Offeror 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.

43.0 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 and shall be available for at the Agency for examination, inspection, or reproduction by the public. The offeror acknowledges and agrees that Boswell 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.

44.0 Termination

Termination for Convenience. The Boswell may, when the interests of the Agency so require, terminate this contract in whole or in part, for the convenience of the Agency. The Boswell 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 Boswell 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 Boswell may terminate the contract for default and the Contractor will be liable for the additional cost to the Boswell 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.

45.0 MINOR INFORMALITIES AND IRREGULARITIES

The BRC has the right to waive minor defects or variations of a qualification from the exact requirements of the specifications that do not affect the price, quality, quantity, delivery, or performance of the services being procured and if doing so does not create an unfair advantage for any offeror. If insufficient information is submitted by a offeror for the BRC to properly evaluate the offer, the BRC has 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, quality, quantity, delivery, or performance time of the services being procured and such a request does not create an unfair advantage for any offeror. (Information requested may include, for example, a copy of business or professional licenses, or a work schedule.)

The deadline for submission of questions will be April 17, 2026 at 10:00 AM. Please submit by email to bpurser@brc.ms.gov

Offerors shall acknowledge which of the following statements is applicable regarding release of its qualification as a public record. An offeror may be deemed non-responsive if the offeror does not acknowledge either statement, acknowledges both statements, or fails to comply with the requirements of the statement acknowledged.

Choose one:

____ Along with a complete copy of its Qualification, offeror has submitted a second copy of the qualification in which all information offeror deems to be confidential commercial and financial information and/or trade secrets is redacted in black. Offeror acknowledges that it may be subject to exclusion pursuant to Chapter 15 of the PPRB OPSCR rules and regulations if Boswell or the Public Procurement Review Board determine redactions were made in bad faith in order to prohibit public access to portions of the qualification which are not subject to Mississippi Code Annotated 25-61-9, 75-26-1 through 75-26-19, and/or 79-23-1. Offeror acknowledges and agrees that Boswell may release the redacted copy of the qualification at any time as a public record without further notice to offeror. An offeror who selects this option but fails to submit a redacted copy of its qualification may be deemed non-responsive.

____ Offeror hereby certifies that the complete unredacted copy of its qualification may be released as a public record by Boswell at any time without notice to offeror. The qualification contains no information offeror deems to be confidential commercial and financial information and/or trade secrets in accordance with Mississippi code annotated 25-61-9, 75-26-1 through 75-26-19 and/or 79-23-1. Bidder explicitly waives any right to receive notice of a request to inspect, examine, copy, or reproduce its bid as provided in Mississippi Code Annotated 25-61-9(1)(a). An offer who selects this option but submits a redacted copy of its Qualification may be deemed non-responsive.