



**ANDREA SANDERS
COMMISSIONER**

REQUEST FOR QUALIFICATIONS (RFQ)

Adolescent Diversion Unit (ADU) Services

RFQ No. 2023ADU002

RFx Number: 3140003540

Issue Date: July 20, 2023

CLOSING LOCATION

Mississippi Department of Child Protection Services

750 North State Street

Jackson, Mississippi 39202

CONTACT

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601-359-4368

contracts@mdcps.ms.gov

CLOSING DATE & TIME

Responses must be received no later than
August 18, 2023 at 12:00 PM, Central Standard Time

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SECTION 1: Procurement Process

1.1 Background

The Mississippi Department of Child Protection Services was created as the state’s lead child welfare agency by the 2016 Mississippi Legislature, separating it from the Mississippi Department of Human Services. The mission of MDCPS is to lead Mississippi’s efforts in keeping children and youth safe and thriving by:

- strengthening families;
- preventing child abuse, neglect and exploitation; and,
- promoting child and family well-being and permanent family connections.

MDCPS is seeking to procure the services of vendors to provide Adolescent Diversion Unit Services statewide. It is understood that any contract(s) resulting from RFQ No. 2023ADU001 requires approval by MDCPS Commissioner/designee and/or PPRB. Any contract resulting from RFQ No.2023ADU001 shall become effective when fully executed by all parties.

1.2 Procurement Timeline

RFQ Issued and First Advertisement	July 20, 2023
Second Advertisement	July 27, 2023
Deadline to Submit Questions or Requests for Clarification	August 2, 2023, 12:00 p.m., CST
Anticipated Posting of Answers to Questions and Requests for Clarifications	August 7, 2023
Deadline to Submit the Required Letter of Intent	August 11, 2023, 12:00 p.m., CST
Submission Deadline	August 18, 2023, 12:00 p.m., CST
Anticipated Notice of Intent to Award	September 1, 2023
Anticipated Initial Contract Term	October 5, 2023 – October 4, 2024

Note: MDCPS reserves the right to adjust this schedule as it deems necessary. MDCPS may post Answers to Questions or the Notice of Intent to Award on dates other than those stated above without amendment to this RFQ. The initial contract term shall be one year, but MDCPS may change the dates of the initial contract term without amendment to this RFQ if the date changes are necessary because of the procurement schedule. No other dates shall be changed unless a written amendment is issued.

1.3 Questions and Requests for Clarification

Questions relating to the RFQ requirements, or the services shall be submitted in writing to the RFQ Coordinator(s) listed on the cover page of this RFQ at Contracts@mdeps.ms.gov no later than August 2, 2023, 12:00 p.m., CST. Offerors are cautioned that any statements made by any

person at the agency shall not be relied upon where it contradicts any portion of this RFQ, unless it is subsequently ratified by a formal written amendment to the RFQ. All questions and answers will be published on the MDCPS website and the Mississippi Contract/Procurement Opportunity Search Portal website in a manner that all Offerors will be able to view.

When submitting questions and requests for clarifications, “RFQ No. 2023ADU001, Adolescent Diversion Unit Services Questions” should be the subject for the email. Question submittals should include a reference to the applicable RFQ section and be submitted in the format shown below:

No.	RFQ Section, Page No.	Question/Request for Clarification
1.		

1.4 Required Letter of Intent

Offerors shall notify MDCPS of their intention to submit a qualifications package. The letter of intent (**Attachment I**) shall be submitted via email Contracts@mdcps.ms.gov by August 11, 2023, 12:00 p.m. CST. The letter of intent shall include the title and RFx number on the cover page of this RFQ, the Offeror’s organizational name and address, one (1) to two (2) sentences stating that the Offeror’s organization intends to submit a qualification package for this service, location of the service area, and the contact person’s name, title, phone number, fax number, Tax I.D. number, DUNS number, address, and email address. MDCPS will acknowledge receipt of the letter of intent via return email from contracts@mdcps.ms.gov. A NON-ACKNOWLEDGEMENT is a NON-RECEIPT of the required letter of intent. Automated email Delivery or Read receipts are not considered an acknowledgement. Timely delivery of the letter of intent is the sole responsibility of the Offeror.

1.5 Acceptance Period

The Agency will accept responses until August 18, 2023, at 12:00 p.m., CST. All responses shall be delivered to the RFQ Coordinator(s) listed on the cover page of this RFQ. Qualification submission requirements are contained in Section 3 of this RFQ.

1.6 Rejection of Qualifications

Any responses which do not conform to the requirements set forth in this RFQ may be rejected by MDCPS. Responses may be rejected for reasons which include, but are not limited to, the following:

- The response contains unauthorized amendments to the requirements of the RFQ.
- The response is conditional.
- The submission is incomplete or contains irregularities which make the statement of qualification indefinite or ambiguous.
- The response is received late. Late submissions will be maintained unopened in the procurement file.
- The submission is not signed by an authorized representative of the party.
- The submission contains false or misleading statements or references.
- The submission does not offer to provide all services required by the RFQ.
- Any other reason MDCPS determines to be in the best interest of the State.

1.7 Expenses Incurred in Preparing Offers

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

1.8 Proprietary Information

The Offeror should identify any part of the submission considered to be proprietary information which may remain confidential in accordance with Mississippi Code Annotated §§ 25-61-9 and 79-23-1 (1972, as amended), as a “Trade Secret.” Any pages not marked accordingly will be subject to review by the general public after award of the contract. Requests to review the proprietary information will be handled in accordance with applicable legal procedures. The Offeror shall submit a completed Proprietary Information Form, attached to this RFQ as **Attachment C**. Additional submission requirements regarding any part of the qualification package marked as a “Trade Secret” are contained in Section 3 of this RFQ.

1.9 Restrictions on Communication with Agency Staff

At no time shall any Offeror or its personnel contact, or attempt to contact, any MDCPS staff regarding this RFQ except the RFQ Coordinator listed on the cover page of this RFQ in the manner prescribed in Section 1.3. Unauthorized contact regarding the RFQ with other employees of the agency may result in the potential Offeror being disqualified, and the potential Offeror may also be suspended or disbarred from the State.

1.10 Registration with Mississippi Secretary of State

By submitting a response, the Offeror certifies that it is registered to do business in the State of Mississippi as prescribed by Mississippi law and the Mississippi Secretary of State or, if not already registered, that it will do so within five (5) business days of being notified by the agency that it has been selected for contract award. Sole proprietors are not required to register with the Mississippi Secretary of State.

1.11 Debarment

By submitting a response, the Offeror certifies that it is not currently debarred from submitting qualifications for contracts issued by any political subdivision or agency of the State of Mississippi or federal government and that it is not an agent of a person or entity that is currently debarred from submitting a statement of qualification for contracts issued by any political subdivision or agency of the State of Mississippi or federal government. The Offeror shall submit a completed MDCPS Debarment Verification Form, attached to this RFQ as **Attachment B**. **Attachment B** shall be received by the MDCPS, in the response submitted by the Offeror, no later than 12:00 p.m., CST on August 18, 2023. The MDCPS reserves the right to deem any response not containing an executed MDCPS Debarment Verification Form as non-responsive to the RFQ.

1.12 Registration with Mississippi’s Accountability System for Governmental Information and Collaboration (MAGIC)

If the Offeror is not already registered as a supplier in MAGIC, the Offeror should register as a supplier with the State of Mississippi. Registering as a supplier with the State of MS allows businesses to register for upcoming opportunity notifications by the products they supply, search the system for upcoming solicitations, respond to solicitations electronically, and receive purchase orders via e-mail. The registration can be completed at the following link: <http://www.dfa.ms.gov/dfa-offices/mrms/mississippi-suppliershttp://www.dfa.ms.gov/dfa-offices/mrms/mississippi-suppliers-vendors/supplier-self-service/vendors/supplier-self-service/>.

Any questions regarding registration in MAGIC should be directed to the Mississippi Management and Reporting System (MMRS) staff by emailing mash@dfa.ms.gov or calling 601-359-1343.

1.13 Discussions with Offerors

Discussions may be conducted with Offerors who submit a response determined to be reasonably susceptible of being selected for award; however, proposals or qualifications may be accepted without such discussions. Likewise, MDCPS also reserves the right to accept any qualification package as submitted for contract award, without substantive negotiation of proposed terms, services or prices. For these reasons, all parties are advised to propose their most favorable terms initially.

1.14 Solicitation Document

The RFQ is comprised of the base RFQ document, any attachments, any amendments issued prior to the submission deadline, and any other documents released before contract award. The attachments to this RFQ are made a part of this RFQ as if copied herein in words and figures.

1.15 Acknowledgement of Amendments

Should an amendment to the RFQ be issued, it will be posted on the Mississippi Contract/Procurement Opportunity Search Portal website and the MDCPS website in a manner that all Offerors will be able to view. Further, Offerors must acknowledge receipt of any amendment to the solicitation by signing and returning the amendment (**Attachment H**) with the qualification package, by identifying the amendment number and date in the space provided for this purpose on the amendment, or by letter. The acknowledgment should be received by the MDCPS by the time and at the place specified for receipt of qualifications as reflected in Section 1.2. It is the Offeror's sole responsibility to monitor the websites for any updates or amendments to the RFQ.

MDCPS reserves the right to amend the contents of this RFQ as it deems necessary. This RFQ, all questions, requests for clarification, and answers, and any other amendments will be published on the Mississippi Contract/Procurement Opportunity Search Portal and the MDCPS website in a manner that all Offerors will be able to view. It is the sole responsibility of the Offeror to monitor the MDCPS website and the procurement portal for amendments to the RFQ to ensure their response complies with any such amendments.

1.16 Exceptions

Offerors taking exception to any part or section of the solicitation shall indicate such exceptions on the RFQ Exception(s) form, **Attachment D**. Failure to indicate any exception will be interpreted as the Offeror's intent to comply fully with the requirements as written. Conditional or qualified responses, unless specifically allowed, shall be subject to rejection in whole or in part. The qualification package must contain a high degree of acceptance of contract terms and conditions listed in **Attachment G** of this RFQ.

1.17 Informalities and Irregularities

MDCPS has the right to waive minor defects or variations of a response from the exact requirements of the specifications that do not affect the price, quality, quantity, delivery, or performance time of the services being procured. If insufficient information is submitted by a Offeror with the qualification package for MDCPS to properly evaluate qualifications, MDCPS has the right to require such additional information as it may deem necessary after the time set for

receipt of qualifications, provided that the information requested does not change the price, quality, quantity, delivery, or performance time of the services being procured.

1.18 Right to Reject Qualifications

MDCPS reserves the right to reject any and all responses during any step of the procurement process, even after negotiations have begun. MDCPS reserves the right to reject any and all responses where the Offeror takes exception to the terms and conditions of the RFQ and/or fails to meet the terms and conditions and/or in any way attempts to limit the rights of MDCPS and/or the State of Mississippi, including but not limited to, the required contractual terms and provisions set forth in this RFQ.

1.19 Type of Contract

The resultant contract(s) from this RFQ shall consist of this RFQ and any amendments, the Offeror's response, and/or Offeror's best and final offer (as applicable). Compensation for services under a contract resulting from this RFQ will be in the form of a firm-fixed price agreement.

1.19.1 Any work performed by the awarded Offeror prior to start date of a valid, executed contract is done at Offeror's sole risk. The State is under no obligation to pay for work performed prior to contract start date.

1.19.2 Required Contract Terms and Conditions

Any contract entered into between MDCPS and an Offeror pursuant to this RFQ shall include the required clauses found in **Attachment G** and those required by the *Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations* as updated and replaced by PPRB.

1.19.3 Optional Contract Terms and Conditions

Any contract entered into between MDCPS and an Offeror pursuant to this RFQ may have at the discretion of the MDCPS, the optional clauses found in Appendix E of the *Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations*.

1.20 General References Throughout the RFQ

Throughout this document, the various references below refer to the webpages or documents found at the specified link:

- “The MDCPS website” refers to the website found at www.mdcps.ms.gov.
- “The Mississippi Contract/Procurement Opportunity Search Portal” or “the procurement portal” refers to the website found at https://www.ms.gov/dfa/contract_bid_search/Home/Buy.
- “The *Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations*” or “the PPRB OPSCR Rules and Regulations” refers to the rules and regulations found at <https://www.dfa.ms.gov/personal-service-contract-review>.

1.21 MDCPS Rights Reserved

By and through this RFQ, MDCPS hereby reserves its rights to the following:

- Reject any and/or all submissions received in response to this RFQ.

- Waive minor irregularities if MDCPS determines that waiver would be in its best interest and would not result in an unfair advantage for other Offerors and potential Offerors.
- Reject any timely and properly submitted response in its entirety for failing to meet any of the mandatory requirements identified herein.
- Select for contract or for negotiations, a statement of qualification other than that with the lowest cost.
- If negotiations fail to result in a contract or agreement prior to the anticipated contract start date, MDCPS may terminate negotiations and take such other action as MDCPS deems appropriate.

SECTION 2: Scope of Services and Requirements

2.1 Purpose

MDCPS is seeking to establish contract(s) for Adolescent Diversion Unit Services.

It is understood that any contract resulting from this RFQ may require approval by the Public Procurement Review Board (PPRB). If any contract resulting from this RFQ is not approved by MDCPS and/or PPRB (if required), it is void and no payment shall be made.

2.2 Scope of Services

Adolescent Diversion Units/Access Units

Bridge Services

Access Units are less structured and formalized than emergency shelters and shall include fully furnished drop-in centers that include internet capability. The Access Units will offer time limited use of individual spaces for youth in foster care. MDCPS will consider providing supervision via the use of approved caretakers for up to 12 hours a day in the event the approved agency faces staffing challenges as all youth must receive 24-hour supervision. Approved agencies will be expected to work with MDCPS to develop supervision schedules upon unit admission if required. Providers are prohibited from the use of chemical restraints, physical restraints, and seclusion. Children up to 18 years of age cannot be served in the same facility with adults. A minimum of six units or beds is required for these services. The approved agency will provide three meals a day and snacks for the youth as well as ensuring youth receives adequate mental health services. Use of this location will allow for a short-term placement solution and allow time for MDCPS to locate a more permanent placement for the child or youth. No child under the age of 10 shall be placed in an Access Unit unless the child has exceptional needs that cannot be met in a foster home or another appropriate setting. Approved agencies must be willing to allow for admission 24 hours a day.

Admission:

1. Referral information will be provided by the MDCPS Coordinated Care unit. All supervision and safety plan parameters will be mutually developed by the approved agency and the MDCPS Coordinated Care Unit.
2. Each approved agency shall have established policies and procedures for 24-hour admission and emergency crisis response. Each approved agency shall also adhere to existing regulations and laws related to mandated reporting and serious incidents. Admissions should be coordinated with the MDCPS Coordinated Care Unit.
3. Approved agency shall also be responsible for collaborating with MDCPS to ensure youth attends scheduled medical appointments and are enrolled in school to include transportation.
4. Upon entry into the program an orientation will be held with the client and legal guardian/parent.
5. MDCPS will notify the designated person at the approved agency prior to transferring the child out for a permanent placement.

The youth may not be released from the provider's care until suitable placement is obtained unless the youth presents as an immediate danger to self or others or other safety issues are present. If the youth, does not present as an immediate danger, the provider must establish a written safety plan and safety contract with the youth. Examples of immediate danger may include:

1. Refusal to comply with a written safety plan and safety contract.
2. Refusal to relinquish access to a weapon.
3. Repeated physical intimidation of others.

2.3 Term

The anticipated term of the contract shall be for a period of one (1) year, beginning on October 5, 2023, and ending on October 4, 2024, the contract may be renewed at the discretion of MDCPS for a period of two (2) successive two year periods under the same prices, terms, and conditions as in the original contract, and subject to approval by the PPRB. The total number of renewal years permitted shall not exceed two years or extend past October 4, 2028.

Renewal years are subject to the needs of MDCPS, as well as the availability and appropriation of funds. MDCPS shall notify the contractor, on a timely basis, that funds are or are not available for the continuation of the contract for each succeeding fiscal period. A multi-term contract will be canceled if funds are not appropriated or otherwise made available to support the continuation of

performance in any fiscal period succeeding the first; however, this does not affect either the State's rights or the contractor's rights under any termination clause in the contract.

2.4 Insurance

The company represents that it will maintain workers' compensation insurance which shall inure to the benefit of all the company's personnel performing services under this Contract, comprehensive general liability insurance, and employee fidelity bond insurance. All general liability, professional liability and fidelity bond insurance will provide coverage to MDCPS as an additional insured.

All insurance policies shall be issued by companies authorized to do business under the laws of the State of Mississippi. A certificate of insurance providing the aforesaid coverage shall be furnished to MDCPS prior to commencement of services resulting from this RFQ. MDCPS reserves the right to request from carriers, certificates of insurance regarding the required coverage. Insurance carriers must be licensed or hold a Certificate of Authority from the Mississippi Department of Insurance.

The Offeror shall be prepared to provide evidence of required insurance upon request by the MDCPS at any point during the contract period and should consult with legal counsel regarding its obligations.

Contractor shall submit to Agency within five (5) business days of notification of intent to award, a certificate of insurance and/or bond which outlines the coverage and limits defined in the procurement and contract. There are no provisions for exceptions to this requirement. Failure to provide the certificates of insurance within five (5) business days may be cause for your submission to be declared non-responsive or for your contract to be cancelled.

Contractor shall not commence work under this contract until it obtains all insurance and/or bond required under this provision and furnishes a certificate or other form showing proof of current coverage to the State. After work commences, the Contractor will keep in force all required insurance and/or bond until the contract is terminated or expires.

The Contractor is responsible for ensuring that any subcontractors provide adequate insurance and/or bond coverage for the activities arising out of subcontracts.

In no event shall the requirement for an insurance, bond, or other surety be waived. Any failure to comply with the reporting provisions of this clause shall constitute a material breach of Contract and shall be grounds for immediate termination of this Contract by Agency.

2.5 Multiple Awards

MDCPS reserves the right to make multiple awards.

SECTION 3: Submission Requirements

3.1. Submission Deadline

All responses submitted in response to this RFQ must be received by the RFQ Coordinator listed on the cover page of this RFQ **no later than August 18, 2023, at 12:00 PM, Central Standard Time.**

Timely submission is the sole responsibility of the Offeror. Qualification packages received by the RFQ Coordinator after the specified time shall be rejected and maintained unopened as part of the procurement file. All Offerors are urged to take the possibility of delay into account when submitting a qualification package. The agency will not be responsible for mail delays, lost mail, or any other delivery failure. All risk of late arrival due to unanticipated delay – whether delivered by hand, U.S. Postal Service, courier or other delivery service or method – is entirely on the Offeror. A qualification package is considered delivered to the Agency when it is received by the RFQ coordinator.

The time and date of receipt shall be indicated on the envelope or package by the RFQ Coordinator. The only acceptable evidence to establish the time of receipt is the time and date stamp of the RFQ Coordinator on the qualification package or other documentary evidence of receipt used by the RFQ Coordinator. Offerors may request the RFQ Coordinator provide them documentation of receipt of their qualification packages.

3.2 Manner of Submission

Responses must be submitted by U.S. Mail, other courier, or by hand delivery in a sealed envelope or package. The outside of the envelope or package should be marked:

Request for Qualifications for Adolescent Diversion Unit Services
Opening Date: August 18, 2023, 1:00pm
RFQ No. 2023ADU002
RFX Number: 3140003540
Mississippi Department of Child Protection Services
750 North State Street
Jackson, Mississippi 39202
SEALED QUALIFICATION PACKAGE
*****DO NOT OPEN*****

Responses submitted via facsimile (fax) machine, e-mail, or other electronic submission method will not be accepted.

3.3 Content of Qualification Package

All responses shall be in writing. Offerors shall submit a labeled binder containing one (1) original, signed qualification package and one (1) electronic copy of the qualification package. The original qualification package (physical copy – in the labeled binder) shall include six (6) tabs dividing appropriate sections of Offeror’s qualifications. The electronic copy shall be stored on a thumb drive that includes separate PDF file folders of each required Tab.

Each Tab should be labelled as follows and include the content discussed in Sections 3.3.1 through 3.3.6 of this RFQ.:

Tab 1	Transmittal Letter and Required Documentation
Tab 2	Minimum Qualifications
Tab 3	Technical Information
Tab 4	Cost Information
Tab 5	Management Information
Tab 6	Public Copy of Full Qualification Package

Electronic files shall not be password protected, shall be in .PDF format, and shall be capable of being copied to other media including a readable version of Microsoft Word.

Modifications or additions to any portion of the procurement document may be cause for rejection of the response. MDCPS reserves the right to decide, on a case-by-case basis, whether to reject a qualifications package with modifications or additions as non-responsive. As a precondition to qualification acceptance, MDCPS may request the Offeror to withdraw or modify those portions of the statement of qualification deemed non-responsive that do not affect quality, quantity, price, or delivery of the service. MDCPS reserves the right to address any minor informalities as provided by Section 3-202.12.4.1 of the PPRB OPSCR Rules and Regulations.

3.3.1 Transmittal Letter and Required Documentation

The Offeror should submit a Transmittal Letter which contains the following minimum information:

- The Offeror’s name, telephone number, location of Offeror’s principal place of business, and if different, the place of performance of services solicited by this RFQ.
- The age of the Offerors business and the average number of employees the Offeror has employed for the past three (3) years;
- A statement the Offeror 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 three (3) business days of written notification of award. Sole proprietors are not required to register with Mississippi Secretary of State.

In addition to the Transmittal Letter, the following completed and signed documents should be included under Tab 1:

- Cover Sheet with Certifications and Assurances (Attachment A)
- Debarment Verification Form (Attachment B)

- Proprietary Information Form (Attachment C)
- Qualification Exception Summary (Attachment D)
- A minimum of 3 References (Attachment E)
- Acknowledgement of Amendments, if applicable (Attachment H)
- Copy of Previously Submitted Required Letter of Intent (Attachment I)
- Pre-Offerer's Statement of Acknowledgement (Attachment J)
- Cost Form (Attachment L)
- Completed W-9

3.3.2 Minimum Qualifications and Information

The Offeror must submit documentation demonstrating that it meets the following minimum qualifications:

- The Offeror must receive a minimum total score of 12 from two references on the Reference Score Sheet, provided as Attachment F to this RFQ. The Offeror must have or have had contracts or projects with the references submitted on **Attachment E** under which services similar in scope, size, or discipline to the services required herein were performed or undertaken during the past three (3) years. References must be familiar with the Offeror's abilities in the areas involved with this RFQ. MDCPS will use these references to determine the Offeror's ability to perform the services. It is the responsibility of the Offeror to ensure that the reference contact information is correct and current. Offerors should verify before submitting their response that the contact person and phone number are correct for each reference. MDCPS staff must be able to reach at least two (2) references for an Offeror within two (2) business days of qualification opening. The Offeror may submit as many references as desired. MDCPS will begin contacting references at the top of the list and will continue down the list until MDCPS completes a Reference Score Sheet for two (2) references.
- The Offeror must be financially stable or solvent. Each Offeror shall submit copies of the most recent year's independently audited finance statements as well as financial statements for the preceding two (2) years. The submission must include the audit opinion, the balance sheet, and statements of income, retained earnings, cash flows, notes to the financial statements, and account balances for the past six (6) months. If independently audited financial statements do not exist, Offeror must state the reason and, instead, submit sufficient information to enable the Agency to assess the financial stability or solvency of the Offeror, such as financial statements, credit ratings, a line of credit, or other financial arrangements sufficient to enable the Offeror to be capable of meeting the requirements of the RFQ.
- The Offeror must have a child licensed facility in the State of Mississippi that provide adequate space and temporary placement for multiple children in MDCPS custody, or if offeror does not have a child licensed facility, offeror must explain how it will service the State of Mississippi.
- Offerors offering placement services under Adolescent Diversion Units will require a current license(s) or certification from the Department of Health, Department of Mental Health or Department of Child Protection Services

3.3.3 Technical Information

Offerors must submit a Technical response which *contains no identifying information*. If any portion of the Technical response, including any exhibits or attachments thereto, contains identifying information, the Offeror's response may be immediately rejected and may not be considered for an award. Offerors may not include any live internet links in the Technical response and should ensure any graphics included in the Technical response do not contain identifying information.

Identifying information includes, but is not limited to, any prior, current and future names or addresses of the Offeror, any names of incumbent staff, any prior, current and future logos, watermarks, and company colors, any information, which identifies the Offeror as an incumbent, and any other information, which would affect the blind evaluation of technical or cost factors.

Offerors should submit a plan giving as many details as is practical explaining how the services will be performed pursuant to Section 2.2 of this RFQ and information for quality control and assurance programs.

3.3.4 Cost Information

Offerors must submit a Cost Form using **Attachment L**. Other than where specifically requested on the Cost Form, Offerors shall not include identifying information, as described in Section 3.3.3. The requirements regarding identifying information in the Technical response apply to the Cost response, as well. Where **Attachment L** requires identifying information be submitted, MDCPS will redact that identifying information prior to providing the Cost Form to the Evaluation Committee. All pricing submitted on **Attachment L** should include all necessary expenditures to provide services requested in this RFQ with no additional or hidden fees. In addition, Offerors should submit a detailed cost summary as a separate attachment.

3.3.5 Management Information

There are no requirements regarding identifying information in the Management response, and Offerors should feel free to include any identifying information it deems necessary for a complete statement of qualification.

Offerors should provide the following information in the Management section:

- Detailed approach to the management of the program and ability to keep the program on target and to ensure that the requested services are provided;
- Offeror's plan to ensure that all requests are being met and the ability to identify and resolve problems which occur;
- Identification of in-house resources vs. contracted resources;
- Describe the experience of the firm in providing services of similar scope and size as those required by this RFQ and working with youth with Serious Emotional Disturbances (SED) and/or Intellectual Developmental Disabilities/Delays (IDD), give the number of years that the company has been providing services, and

provide a statement on the extent of any corporate expansion required to handle the service;

- Documentation of experience in performing similar work by employees and when appropriate, sub-contractors and understanding the importance of interacting with the appropriate MDCPS staff and presenting a plan to do so appropriately;
- Resumes listing abilities, qualifications and experience of all other individuals who will be assigned to provide the required services; and
- Method(s) for estimating and documenting personnel hours spent by staff on program activities to be sure they are sound and fair (i.e. personnel, equipment, facilities, to perform the services currently available or demonstrated to be made available at the time of contracting).

3.3.6 Public Copy of Complete Qualification Package

The Offeror shall prepare a complete copy of the qualification package (as required by Sections 3.3.1, 3.3.2, 3.3.3, 3.3.4, and 3.3.5) and redact any information the Offeror deems to be a Trade Secret. For additional information about what constitutes a Trade Secret, see Section 1.8 of this RFQ and Miss. Code Ann. §§ 25-61-1, *et seq.* and 79-23-1. The redacted copy of the complete qualification package shall be considered the “Public Copy” of the Offeror’s qualification package.

The Public Copy of the qualification package is considered a public record and is subject to release by MDCPS without notice to the Offeror pursuant to Miss. Code Ann. §§ 25-61-1 *et seq.* MDCPS may release the Public Copy pursuant to requests under the Mississippi Public Records Act or any other reason deemed necessary by MDCPS. Should the Offeror be awarded a contract, the Public Copy will also be posted to the Transparency Mississippi website.

If an Offeror does not submit a Public Copy, the Agency will consider the statement of qualification submitted in response to Sections 3.3.1, 3.3.2, 3.3.3, 3.3.4, and 3.3.5, to be the Public Copy and subject to being released, in full, without notice to the Offeror.

SECTION 4: Evaluation and Award

MDCPS will evaluate the Offerors’ response in three steps.

4.1 Step One: Determination of Responsive and Responsible Offerors

Responses will be reviewed to determine whether the Offeror will be deemed responsive and responsible. Responses which do not comply with the minimum specifications may be deemed Non-Responsive or Not Responsible and rejected immediately, receiving no further consideration. The Offeror shall be notified in writing if their submission is deemed Non-Responsive and/or Not Responsible and is thereby rejected.

4.1.1 Responsive Respondent

Offeror must submit a response which conforms in all material respects to this RFQ, as determined by MDCPS.

Nonconforming Terms and Conditions: A response that includes terms and conditions that do not conform to the terms and conditions in the qualification document is subject to

rejection as non-responsive. The MDCPS reserves the right to permit the Offeror to withdraw nonconforming terms and conditions from its response prior to a determination by the MDCPS of non-responsiveness based on the submission of nonconforming terms and conditions.

Conditioning Qualifications Upon Other Awards: Any statement of qualification which is conditioned upon receiving award of both the particular contract being solicited and another Mississippi contract shall be deemed non-responsive and not acceptable.

4.1.2 Responsible Respondent

Offeror must have capability in all respects to perform fully the contract requirements and the integrity and reliability which will assure good faith performance, as determined by MDCPS. At a minimum, an Offeror must meet or exceed the minimum qualifications as stated in Section 3.3.2 to be deemed responsible.

4.2 Step Two: Evaluation Committee

Submissions that satisfactorily complete Step One will be reviewed and analyzed by an evaluation committee to determine if the response adequately meet the needs of MDCPS. The evaluation committee will award points using the factors listed below. There are a total of 100 points available.

4.2.1 Technical Factors (Proposed Methodology) - 33 Points (33%)

- Does the offeror demonstrate a clear understanding of the scope of work and related objectives? (Does the offeror understand what work needs to be done?) (15 points)
- Has the past performance of the offeror's proposed methodology been documented? (Has the offeror done this work in the past?) (10 points)
- Does the offeror include quality control and assurance programs? (Does the offeror have, or can they keep valid workers?) (8 points)

4.2.2 Cost Factors (Price) – 35 Points (35%)

- Points awarded for price will be calculated utilizing the formula documented in **Attachment M**.

4.2.3 Management Factors – 32 Points (32%)

- History and experience in performing the work: (10 points)
- Does the offeror document a record of reliability? (4 points)
- Does the offeror demonstrate a track record of service as evidenced by on-time, on budget, and contract compliance performance? (5 points)
- Does the offeror document industry or program experience? Has the offeror dealt with state contracts in the past? (5 points)
- Availability of personnel, facilities, equipment and other resources: (8 points)

4.3 Step Three: Negotiation

MDCPS will contact the Offerors with the submission which best meets the agency's needs (based on factors evaluated in Step Two) and may attempt to negotiate an agreement that is deemed acceptable to both parties.

4.3.1 Negotiating with Next-Ranked Vendor

Should negotiations discussed in Section 4.3 fail to result in a contract that is acceptable to both parties or the State ceases doing business with any Contractor selected through this RFQ process, for any reason, the State reserves the right to initiate negotiations with the next ranked vendor.

4.4 Award

Following evaluation, the Agency will issue a Notice of Intent to Award to the responsible Offeror(s) whose submission is determined in writing, to be the most advantageous to the State taking into consideration price and the evaluation factors set forth in the RFQ. No other factors or criteria shall be used in the evaluation.

4.4.1 Notice of Intent to Award

The Notice of Intent to Award for this procurement will be made available to the public through posting on the Mississippi Contract/Procurement Opportunity Search Portal website and the agency website. All participating Offerors will be notified in writing of MDCPS' intent to award a contract and identify the selected Offeror.

4.4.2 Notice of Contract Award

Following issuance of the Notice of Intent to Award, successful negotiation of the contract, and approval of the contract by the Public Procurement Review Board and any other required entities, MDCPS make a Notice of Contract Award available to the public.

SECTION 5: Debriefing and Protest Rights

5.1 Post-Award Vendor Debriefing

A respondent, successful or unsuccessful, may request a post-award debriefing, in writing, by U.S. mail or electronic submission. The written request must be received by the Chief Procurement Officer, Jerrika Brantley of the MDCPS within three (3) business days of notification of the contract award. A post-award debriefing is a meeting and not a hearing; therefore, legal representation is not required. A debriefing typically occurs within three (3) business days of receipt of the request. If a respondent prefers to have legal representation present, the respondent must notify the Chief Procurement Officer, Jerrika Brantley in writing and identify its attorney by name, address, and telephone number. The MDCPS will schedule and/or suspend and reschedule the meeting at a time when a Representative of the Office of the Mississippi Attorney General can be present.

At a minimum, the debriefing information shall include the following:

1. The agency's evaluation of significant weaknesses or deficiencies in the vendor's bid, proposal, or qualifications, if applicable;
2. The overall evaluated cost or price, and technical rating, if applicable, of the successful vendor(s) and the debriefed vendor;
3. The overall ranking of all vendors, when any ranking was developed by the agency during the selection process;
4. A summary of the rationale for award; and,

5. Reasonable responses to relevant questions about selection procedures contained in the solicitation, applicable regulations, and other applicable authorities that were followed.

For additional information regarding Post-Award Debriefing, as well as the information that may be provided and excluded, please see Section 7-113, Post-Award Vendor Debriefing, of the *Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations* as updated and replaced by PPRB.

5.2 Protests

Protestors should seek resolution of their complaints initially with the office that issued the solicitation. Any actual or prospective offeror who is aggrieved in connection with the solicitation or award of a contract may protest to Jerrika Brantley, the Chief Procurement Officer of MDCPS, and copy Brittney Thompson, Director of the Office of Personal Service Contract Review at the Mississippi Department of Finance and Administration.

The protest shall be submitted in writing within seven (7) calendar days of the Notice of Intent to Award or within seven (7) calendar days of the solicitation posting if the protest is based on the solicitation. A protest is considered filed when received by the Chief Procurement Officer. Protests filed after the seven (7) calendar days period shall not be considered.

To file a protest directly to the PPRB, the aggrieved party shall file a protest with the Office of Personal Service Contract Review within seven (7) calendar days after the aggrieved party knew or should have known of the facts and circumstances upon which the protest is based, but in no event later than within seven (7) calendar days of the solicitation posting or award.

To expedite handling of protests, the envelope should be labeled "Protest." The written protest shall include as a minimum the following: (a) the name and address of the protestor; (b) appropriate identification of the procurement and if a contract has been awarded, its number; (c) a statement of reasons for the protest; and (d) supporting exhibits, evidence, or documents to substantiate any claims unless not available within the filing time in which case the expected availability date shall be indicated.

For additional information regarding the protest process, see Section 7-112 of the *Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations* as updated and replaced by PPRB.

ATTACHMENT A: Cover Sheet with Certifications and Assurances

Organization Name: _____

Organization's Physical Address: _____

Organization's Mailing Address: _____

Organization's Principal Place of Business: _____

Organization's Place of Performance of Services (if different): _____

Contact Person's Name: _____

Contact Person's Title: _____

Contact Person's Phone No.: _____

Contact Person's Fax No.: _____

Contact Person's Email Address: _____

Tax I.D. Number: _____

DUNS Number: _____

Age of business: _____ Average number of employees over the past three (3) years: _____

Indicate if this organization is minority or women owned (For Classification Purposes ONLY):

Minority-Owned _____ Women-Owned _____

Indicate the underlying philosophy of the firm in providing the services required within this solicitation:

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

1. That he/she has thoroughly read and understands this Request for Qualifications and the attachments thereto;
2. That the company meets all requirements and acknowledges all certifications contained in this Request for Qualifications and the attachments thereto;
3. That the company agrees to all provisions of this Request for Qualifications and the attachments thereto including, but not limited to, the Required and Optional Clauses to be included in any contract resulting from this RFQ (Attachments G);
4. That the company will perform the services required at the prices quoted;
5. That, to the best of its knowledge and belief, the cost or pricing data submitted is accurate, complete, and current as of the submission date;
6. That the company has, or will secure, at its own expense, applicable licensed and certified personnel or personnel with requisite credentials who shall be qualified to perform the duties required to be performed under this Request for Qualifications.
7. **NON-DEBARMENT:** By submitting a qualification, the respondent certifies that it is not currently debarred from submitting qualifications for contracts issued by any political subdivision or agency of the State of Mississippi and that it is not an agent of a person or entity that is currently debarred from submitting qualifications for contracts issued by any political subdivision or agency of the State of Mississippi.
8. **REPRESENTATION REGARDING CONTINGENT FEES**
Contractor represents that it **has not** retained a person to solicit or secure a state contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in Contractor's statement of qualification.
9. **REPRESENTATION REGARDING GRATUITIES**
The bidder, offeror, Contractor represents that it **has not** violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 6-204 (Gratuities) of the Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations.
10. **INDEPENDENT PRICE DETERMINATION**
The respondent 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 respondent or competitor relating to those prices, the intention to submit a statement of qualification package, or the methods or factors used to calculate prices offered.

11. PROSPECTIVE CONTRACTOR’S REPRESENTATION REGARDING CONTINGENT FEES

The prospective Contractor represents as a part of such Contractor’s statement of qualification package that such Contractor **has not** retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract.

Company Name: _____

Printed Name and Title of Representative: _____

Signature/Date: _____

Note: Failure to sign this form may result in the qualification package being rejected as nonresponsive. Modifications or additions to any portion of this document may be cause for rejection of the vendor’s submission.

ATTACHMENT B: Debarment Verification Form

Subgrantee's/Contractor's Name	
Authorized Official's Name	
DUNS Number	
Address	
Phone Number	
*Are you currently registered with www.sam.gov (Respond Yes or No)	
*Registration Status (Type Active or Inactive)	
*Active Exclusions (Type Yes or No)	

**Offerors shall provide a written justification for any above responses denoted with an "*" as an attachment to this Attachment B, Debarment Verification Form for any responses other than the following: Are you currently registered with www.sam.gov? YES; Registration Status? ACTIVE; Active Exclusions? NO.*

Federal Debarment Certification:

By signing below, I hereby certify that _____ is not on the list
(Subgrantee's Name/Contractor's Name)
 for federal debarment on www.sam.gov – System for Award Management (SAM).

State of Mississippi Debarment Certification:

By signing below, I hereby certify that _____ is not on the list
(Subgrantee's Name/Contractor's Name)
 for debarment for doing business within the State of Mississippi or with any Mississippi State Agencies.

Partnership Debarment Certification:

By signing below, I hereby certify that all entities who are in partnership through this contract with MDCPS (subcontractors, subrecipients, et al.) are not on the federal debarment list on 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 MDCPS.

 Signature of Authorized Official
(No stamped signature)

 Date

ATTACHMENT C: Proprietary Information Form

The Offeror should mark any and all pages of this response considered to contain proprietary information. Such pages may remain confidential in accordance with Mississippi Code Annotated §§25-61-9 and 79-23-1 (1972, as amended). Each page of this response considered, by the Offeror, to contain trade secrets or other confidential commercial/financial information should be marked in the upper right-hand corner with the word "CONFIDENTIAL." Any pages not marked accordingly will be subject to review by the general public after the award of the contract. Requests to review the proprietary information will be handled in accordance with applicable legal procedures. Failure to clearly identify trade secrets or other confidential commercial/financial information may result in that information being released in a public records request.

For all procurement contracts awarded by state agencies, the provisions of the contract which contain 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.

If applicable, please indicate which parts/pages below that the contractor wishes to designate as proprietary. In addition, provide the specific statutory authority for the exemption. **If this is not applicable, please indicate with "N/A" below.**

- 1.
- 2.
- 3.
- 4.
- 5.

By signing below, I understand failure to clearly mark proprietary information as identified above may result in disclosure of such information as it will be subject to review by the general public after the award of the contract.

Signature of Authorized Official
(No stamped signature)

Date

ATTACHMENT D: Qualification Exception Summary Form

List and clearly explain any exceptions, for all RFQ Sections and Attachments, in the table below. **Indicate “N/A”, if there are no exceptions.**

This Form MUST be COMPLETED and SIGNED.

Failure to indicate any exception will be interpreted as the respondent’s intent to comply fully with the requirements as written. Conditional or qualified responses, unless specifically allowed, shall be subject to rejection in whole or in part.

RFQ Reference	Respondent Qualification Reference	Brief Explanation of Exception	MDCPS Acceptance
<i>(Reference specific outline point to which exception is taken)</i>	<i>(Page, section, items in respondent’s qualification where exception is explained)</i>	<i>(Short description of exception being made)</i>	<i>(Sign here only if accepted)</i>
1			
2			
3			
4			
5			
6			
7			

Signature of Authorized Official
(No stamped signature)

Date

ATTACHMENT E: References

Offerors may submit as many references as desired by submitting as many additional copies of Attachment E, References, as deemed necessary. References will be contacted in order listed until two (2) references have been interviewed and Reference Score Sheets completed for each of the two (2) references. No further references will be contacted; however, Offerors are encouraged to submit additional references to ensure that at least two (2) references are available for interview. MDCPS staff must be able to contact two (2) references within two (2) business days of qualification opening to be considered responsive.

REFERENCE 1

Name of Company: _____

Dates of Service: _____

Contact Person: _____

Address: _____

City/State/Zip: _____

Telephone Number: _____

Cell Number: _____

E-mail: _____

Alternative Contact Person (optional): _____

Telephone Number: _____

Cell Number: _____

E-mail: _____

Summary of Project/Contract: _____

REFERENCE 2

Name of Company: _____

Dates of Service: _____

Contact Person: _____

Address: _____

City/State/Zip: _____

Telephone Number: _____

Cell Number: _____

E-mail: _____

Alternative Contact Person (optional): _____

Telephone Number: _____

Cell Number: _____

E-mail: _____

Summary of Project/Contract: _____

REFERENCE 3

Name of Company: _____

Dates of Service: _____

Contact Person: _____

Address: _____

City/State/Zip: _____

Telephone Number: _____

Cell Number: _____

E-mail: _____

Alternative Contact Person (optional): _____

Telephone Number: _____

Cell Number: _____

E-mail: _____

Summary of Project/Contract: _____

REFERENCE 4

Name of Company: _____

Dates of Service: _____

Contact Person: _____

Address: _____

City/State/Zip: _____

Telephone Number: _____

Cell Number: _____

E-mail: _____

Alternative Contact Person (optional): _____

Telephone Number: _____

Cell Number: _____

E-mail: _____

Summary of Project/Contract: _____

ATTACHMENT F: Reference Score Sheet
****TO BE COMPLETED BY MDCPS STAFF ONLY****

Name of Offeror: _____

Reference Name: _____

Person Contacted, Title/Position: _____

Date/Time Contacted: _____

Contacted By: _____ Position: _____

Questions	Response (Circle One)	
	Yes	No
Able to provide Adolescent Diversion Unit Services when requested?	Yes	No
Satisfied with the services provided? If no, please explain.	Yes	No
Vendor easy to work with when scheduling Adolescent Diversion Unit Services?	Yes	No
Was the Services completed on time and within budget?	Yes	No
Vendor listened when you had an issue and readily offered a solution? (If never had an issue, please check here ____.)	Yes	No
Would you enter into a contract/project with them again?	Yes	No
Would you recommend them?	Yes	No

Services From/To Dates: _____

Offeror must have a minimum of 6 “yes” answers on the questions above from two (2) references (total of 12 “yes” answers) to be considered responsible and for its statement of qualification to be considered.

Score: Pass/Fail

Do you have any business, professional or personal interest in the Offeror’s organization? If yes, please explain.	Yes	No
--	-----	----

A “yes” to the above question may result in an automatic disqualification of the provided reference; therefore, resulting in a score of zero as responses to previous questions become null and void.

Notes:

**ATTACHMENT G: Sample Contract
TO BE COMPLETED BY MDCPS ONLY**

**STATE OF MISSISSIPPI
MISSISSIPPI DEPARTMENT OF CHILD PROTECTION SERVICES
CONTRACT FOR PROFESSIONAL SERVICES**

1. Parties. The parties to this contract are the Mississippi Department of Child Protection Services (hereinafter “MDCPS”) and [Independent Contractor] (hereinafter “Independent Contractor”).
2. Purpose. The purpose of this contract is for MDCPS to engage Independent Contractor for _____. Independent Contractor hereby agrees to render certain professional services described in Paragraph 3, “Scope of Services.”
3. Scope of Services. Independent Contractor will perform and complete in a timely and satisfactory manner the services described in the Scope of Services, the Request for Qualifications (RFQ), RFQ Amendments, and winning response, attached hereto as Exhibit A, the “*2nd Modified Mississippi Settlement Agreement and Reform Plan*”, attached hereto as Exhibit B, and the Budget, attached hereto as Exhibit C, incorporated herein by reference.
4. Consideration. As consideration for the performance of this Contract, Independent Contractor shall be paid a fee not to exceed _____ (\$_____) in accordance with the budget attached hereto as Exhibit C.
5. Period of Performance. This contract will become effective for the period beginning [Start Date] and ending on [End Date] upon the approval and signature of both parties hereto.
6. Renewal of Contract. The contract may be renewed at the discretion of MDCPS upon written notice to Independent Contractor prior to the contract anniversary date for one successive one-year period under the same prices, terms, and conditions as in the original contract and/or subsequent contracts. The total number of renewal years permitted shall not exceed [four] or extend past [add date]. However, if MDCPS does not intend to renew the contract, Independent Contractor shall be notified in writing prior to the contract anniversary date.
7. Method of Payment. Independent Contractor agrees to accept payments referenced in Paragraph 4, “Consideration”, to be paid as billed by Independent Contractor, upon review and approval by MDCPS. Independent Contractor agrees to submit invoices to MDCPS that contain a detailed account of each billing. **The final invoice is to be submitted no later than fifteen (15) days after the contract end date.** Independent Contractor is classified as an independent contractor and not a contractual employee of MDCPS. As such, any compensation due and payable to Independent Contractor will be paid as gross amounts. Independent Contractor invoices shall be submitted to the Agency as set forth in Paragraph 27. Independent Contractor invoices shall be submitted to MDCPS at contract.invoices@mdcps.ms.gov by the 10th day of each month following completion.
8. 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 federal courts in the State or in a court of competent jurisdiction in Hinds

County, Mississippi. Independent Contractor shall comply with applicable federal, state, and local laws and regulations.

9. Availability of Funds. It is expressly understood and agreed that the obligation of the MDCPS to proceed under this agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to MDCPS, MDCPS shall have the right upon ten (10) working days written notice to Independent Contractor, to terminate this agreement without damage, penalty, cost or expenses to the MDCPS of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.
10. Representation Regarding Contingent Fees. Independent Contractor represents that it has not retained a person to solicit or secure a state contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in Contractor's bid or statement of qualification.
11. Representation Regarding Gratuities. The bidder, offeror, Independent Contractor represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 6-204 (Gratuities) of the Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations.
12. Compliance with Laws. Independent Contractor understands that MDCPS 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 Independent Contractor agrees during the term of the agreement that Independent Contractor will strictly adhere to this policy in its employment practices and provision of services. Independent Contractor shall comply with, and all activities under this agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.
13. Insurance. Independent Contractor represents that it will maintain workers' compensation insurance as required by the State of Mississippi which shall inure to the benefit of all the Independent Contractor's personnel provided hereunder; comprehensive general liability or professional liability insurance, and employee dishonesty insurance or fidelity bond insurance with third party liability coverage. All general liability, professional liability, employee dishonesty, and fidelity bond insurance will provide coverage MDCPS as an additional insured. MDCPS reserves the right to request from carriers, certificates of insurance regarding the required coverage. Insurance carriers must be licensed or hold a Certificate of Authority from the Mississippi Department of Insurance.
14. Indemnification. To the fullest extent allowed by law, Independent 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 Independent 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, Independent Contractor may be allowed to control the defense of any such claim, suit, etc. In the event Independent Contractor defends said claim, suit, etc., Independent Contractor shall use legal counsel acceptable to the State. Independent 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. Independent Contractor shall not settle any claim, suit, etc. without the State's concurrence, which the State shall not unreasonably withhold.

15. Stop Work Order.

- 1) Order to Stop Work: MDCPS may, by written order to Independent Contractor at any time, and without notice to any surety, require Independent Contractor to stop all or any part of the work called for by this contract. This order shall be for a specified period not exceeding 90 days after the order is delivered to Independent Contractor, unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, Independent Contractor shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, MDCPS shall either:
 - a. cancel the stop work order; or,
 - b. terminate the work covered by such order as provided in the Termination for Default clause or the Termination for Convenience clause of this contract.
- 2) Cancellation or Expiration of the Order: If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, Independent Contractor shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or Independent Contractor price, or both, and the contract shall be modified in writing accordingly, if:
 - a. the stop work order results in an increase in the time required for, or in Independent Contractor's cost properly allocable to, the performance of any part of this contract; and,
 - b. Independent Contractor asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage; provided that, if MDCPS decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this contract.
- 3) Termination of Stopped Work: If a stop work order is not canceled and the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise.
- 4) Adjustments of Price: Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment clause of this contract.

16. Termination. The Commissioner may terminate this contract with or without cause upon thirty (30) days prior written notice to the Independent Contractor.

17. Termination for Convenience.

- 1) *Termination.* The Commissioner or designee may, when the interests of the State so require, terminate this contract in whole or in part, for the convenience of the State. The Commissioner or designee shall give written notice of the termination to Independent Contractor specifying the part of the contract terminated and when termination becomes effective.
- 2) *Independent Contractor's Obligations.* Independent Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination Independent Contractor will stop work to the extent specified. Independent Contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. Independent Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The Commissioner or designee may direct Independent Contractor to assign Independent Contractor's right, title, and interest under terminated orders or subcontracts to the State. Independent Contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

18. Termination for Default.

- 1) *Default.* If Independent Contractor refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract or any extension thereof, or otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the Commissioner or designee may notify Independent Contractor in writing of the delay or nonperformance and if not cured in ten (10) days or any longer time specified in writing by the Commissioner or designee, such officer may terminate Independent Contractor's right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the Commissioner or designee may procure similar supplies or services in a manner and upon terms deemed appropriate by the Commissioner or designee. Independent Contractor shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.
- 2) *Contractor's Duties.* Notwithstanding termination of the contract and subject to any directions from the procurement officer, Independent Contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of Independent Contractor in which the State has an interest.
- 3) *Compensation.* Payment for completed services delivered and accepted by the State shall be at the contract price. The State may withhold from amounts due Independent Contractor such sums as the Commissioner or designee deems to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders and to reimburse the State for the excess costs incurred in procuring similar goods and services.
- 4) *Excuse for Nonperformance or Delayed Performance.* Except with respect to defaults of subcontractors, Independent Contractor shall not be in default by reason of any failure in

performance of this contract in accordance with its terms (including any failure by Independent Contractor to make progress in the prosecution of the work hereunder which endangers such performance) if Contractor has notified the Commissioner or designee within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the State and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, Independent Contractor shall not be deemed to be in default, unless the services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit Independent Contractor to meet the contract requirements. Upon request of Independent Contractor, the Commissioner or designee shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, Independent Contractor's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly, subject to the rights of the State under the clause entitled in fixed-priced contracts, "Termination for Convenience". (As used in this Paragraph of this clause, the term "subcontractor" means subcontractor at any tier).

- 5) *Erroneous Termination for Default.* If, after notice of termination of Independent Contractor's right to proceed under the provisions of this clause, it is determined for any reason that the contract was not in default under the provisions of this clause, or that the delay was excusable under the provisions of Paragraph (4) (Excuse for Nonperformance or Delayed Performance) of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the State, be the same as if the notice of termination had been issued pursuant to such clause.
- 6) *Additional Rights and Remedies.* The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

19. Termination Upon Bankruptcy. This contract may be terminated in whole or in part by MDCPS upon written notice to Independent Contractor, if Independent Contractor should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by Independent Contractor of an assignment for the benefit of its creditors. In the event of such termination, Independent 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.

20. Modification or Renegotiation. This agreement may be modified only by written agreement signed by the parties hereto. The parties agree to renegotiate the agreement if federal and/or state revisions of any applicable laws or regulations make changes in this agreement necessary. Modifications shall not be initiated by the Independent Contractor within the last 90 days of the contract period, without prior approval from the Commissioner's Office.

21. 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.

22. Non-Solicitation of Employees. Each party to this agreement agrees not to employ or to solicit for employment, directly or indirectly, any persons in the full-time or part-time employment of the other party until at least six (6) months after this agreement terminates unless mutually agreed to in writing by the State or Contractor.
23. Waiver. No delay or omission by either party to this agreement in exercising any right, power, or remedy hereunder or otherwise afforded by contract, at law, or in equity shall constitute an acquiescence therein, impair any other right, power or remedy hereunder or otherwise afforded by any means, or operate as a waiver of such right, power, or remedy. No waiver by either party to this agreement shall be valid unless set forth in writing by the party making said waiver. No waiver of or modification to any term or condition of this agreement will void, waive, or change any other term or condition. No waiver by one party to this agreement of a default by the other party will imply, be construed as or require waiver of future or other defaults.
24. E-Payment. Independent Contractor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The agency agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies," which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of invoice. Mississippi Code Annotated § 31-7-301 et seq.
25. E-Verification. If applicable, Independent Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008, and will register and participate in the status verification system for all newly hired employees. Mississippi Code Annotated §§ 71-11-1 et seq. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Independent Contractor agrees to maintain records of such compliance. Upon request of the State and after approval of the Social Security Administration or Department of Homeland Security when required, Independent Contractor agrees to provide a copy of each such verification. Independent 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 Independent Contractor to the following:
 - 1) termination of this contract for services and ineligibility for any state or public contract in Mississippi for up to three (3) years with notice of such cancellation/termination being made public;
 - 2) the loss of any license, permit, certification or other document granted to Independent Contractor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year; or,
 - 3) both.

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

26. 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 MDCPS contract website for public access at <http://www.transparency.mississippi.gov>. Information identified by Independent Contractor as trade secrets, or other proprietary information, including confidential vendor information or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes, will be redacted.
27. Paymode. Payments by state agencies using the State’s accounting system shall be made and remittance information provided electronically as directed by the State. These payments shall be deposited into the bank account of Independent Contractor’s choice. The State may, at its sole discretion, require Independent Contractor to electronically submit invoices and supporting documentation at any time during the term of this Agreement. Independent Contractor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.
28. Notices. Any notice required or permitted to be given under this Agreement shall be in writing and personally delivered or sent by electronic means provided that the original of such notice is sent by certified United States mail, postage prepaid, return receipt requested, or overnight courier with signed receipt, to the party to whom the notice should be given at their business listed herein. Notice shall be deemed given when actually received or when refused. MDCPS and Independent Contractor agree to promptly notify each other in writing of any change of address.

For Independent Contractor:
Independent Contractor
Attn: [Contact Name]
[Independent Contractor Address]

For MDCPS:
Mississippi Department of Child Protection Services
Attn: Contracts & Finance
750 North State Street
Jackson, Mississippi 39202

29. Procurement Regulations. The contract shall be governed by the applicable provisions of the *Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations*, a copy of which is available at 501 North West Street, Suite 700, Jackson, Mississippi 39201 for inspection, or downloadable at <http://www.dfa.ms.gov/pprb/>.
30. Severability. If any term or provision of this Contract is prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this Contract shall not be affected thereby and each term and provision of this Contract shall be valid and enforceable to the fullest extent permitted by law.
31. 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.

- 32. Requirements Contract. During the period of the contract, Independent Contractor shall provide all the service described in the contract. Independent Contractor understands and agrees that this is a requirements contract and that MDCPS shall have no obligation to Independent Contractor if no services are required. Any quantities that are included in the scope of work reflect the current expectations of MDCPS for the period of the contract. The amount is only an estimate and Independent Contractor understands and agrees that MDCPS is under no obligation to Independent Contractor to buy any amount of the services as a result of having provided this estimate or of having any typical or measurable requirement in the past. Independent Contractor further understands and agrees that MDCPS may require services in an amount less than or in excess of the estimated annual contract amount and that the quantity actually used, whether in excess of the estimate or less than the estimate, shall not give rise to any claim for compensation other than the total of the unit prices in the contract for the quantity actually used.
- 33. Entire Agreement. This Contract constitutes the entire agreement of the parties with respect to the subject matter contained herein and supersedes and replaces any and all prior negotiations, understanding, and agreements, written or oral, between the parties relating thereto.
- 34. Approval Clause. It is understood that if this contract requires approval by the Public Procurement Review Board and/or the Mississippi Department of Finance and Administration Office of Personal Service Contract Review and this contract is not approved by the PPRB and/or OPSCR, it is void and no payment shall be made hereunder.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures on the date indicated below, after first being authorized so to do.

By: _____
Mississippi Department of Child Protection Services
Andrea Sanders
Commissioner

By: _____
[Contractor Name]
[Contractor Contact Person]

ATTACHMENT H: Acknowledgement of Amendments

I, _____, acknowledge that RFQ No. _____ has been amended on
Authorized Official's Name

Date

to include the following:

I, _____, understand that statement of qualifications will **only** be accepted from respondents who submit
Authorized Official's Name

this acknowledgement of amendment # _____.

Name of Company

Authorized Official's Typed Name/Title

Signature of Authorized Official

Date

This acknowledgement should be enclosed in accordance with the instructions located in Section 1.15 of this RFQ.

ATTACHMENT I: Required Letter of Intent

Date _____

Mr./Ms./Dr. _____

Title _____

Address _____

City, State, Zip Code _____

Dear Mr./Ms./Dr.: _____

This letter confirms our intent to submit a response pursuant to RFQ No. 2023ADU001. _____'s
service area includes _____. Also, in compliance with the requirements of the letter of intent
_____ submits the following information on or before deadline of _____ a.m./p.m., CST.
Organization Name County(ies)

Contact Person's Name: _____

Contact Person's Title: _____

Phone Number: _____

Fax Number: _____

Tax I.D. Number: _____

DUNS Number: _____

Physical Address: _____

Authorized Official's Email Address: _____

Thank you for your consideration.

Sincerely,

Authorized Official

ATTACHMENT J: Pre-Offeree's Statement of Acknowledgment

I understand and acknowledge that my signature on the attached contract and other documents and exhibits does not constitute a contract until same is approved by the Public Procurement Review Board and signed by the Commissioner of the MDCPS, who is that agency's official signature authority.

I further understand and acknowledge that the Commissioner of MDCPS may direct Contracts and Procurement Unit, to reject any or all statement of qualifications.

Name: _____

Organization: _____

Signature of Authorized Representative: _____

Date: _____

ATTACHMENT K: *Olivia Y* Settlement Agreement

**2nd Modified Mississippi
Settlement Agreement and
Reform Plan**

(See Mississippi Department of Child Protection Services Website)
<https://www.mdcp.ms.gov/about/olivia-y-lawsuit/>

ATTACHMENT L: COST FORM FOR ADOLESCENT DIVERSION UNIT SERVICES

Company	Company Representative	Telephone

The pricing quoted must be inclusive of, but not limited to the following:

- All required labor
- All required profit
- All required overhead
- All required insurance
- All required transportation
- All required fuel and mileage
- All required equipment and materials
- Any and all other costs associated with performing the services
- All required business and professional licenses, permits, fees, etc. (if any)

Pricing Structure: All pricing for services includes all associated costs with no additional or hidden fees. Compensation for services will be in the form of a Firm Fixed Price Agreement. A unit price shall be given for each service, and that unit price shall be the same throughout the Contract.

Description	Unit Price
Rate per child per day with MDCPS supervision assistance (up to 12 hours a day)	
Rate per child per day without MDCPS supervision assistance	

Number of Adolescent Diversion Units	
--------------------------------------	--

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

Authorized Representative Signature

ATTACHMENT M: Formula for Evaluating Price

Price points will be awarded using the following formula:

$$(X / Y) \times \text{Total Price Points} = Z$$

X = Lowest Price

Y = Offeror's Price

Z = Points Assigned to Offeror

An example of the application of this formula is as follows:

- 1. Company A = \$150,000 Company A = 35 Points**
Company A submitted the lowest price and received the total points available for price (35).
- 2. Company B = \$160,000 Company B = $150,000 / 160,000 \times 35 = 32.8125$ Points**
- 3. Company C = \$180,000 Company C = $150,000 / 180,000 \times 35 = 29.1655$ Points**