

**STATE OF MISSISSIPPI  
MISSISSIPPI DEPARTMENT OF CHILD PROTECTION SERVICES**

**Request for Qualifications (RFQ)**

*Professional Legal Services*

Issue Date: February 22, 2024

**RFx: 3140003792**

**DUE DATE AND TIME:**

Qualifications must be received by e-mail to  
Contracts@mdeps.ms.gov by March 1, 2024 at 12:00 p.m. CST

**Purpose**

The Mississippi Department of Child Protection Services (MDCPS) Office of Legal Counsel invites law firm(s) experienced in adoption, child welfare, immigration, and/or international law-related legal services to respond to this RFQ. The ideal law firm would have a statewide presence and the size and bandwidth to assist MDCPS with unique and complex issues across the state. MDCPS will consider firm(s) with Attorneys fluent in multiple languages (i.e. English, Spanish, Vietnamese, French, Chinese, German, Tagalog). The selected law firm will also be required to provide services in areas with the highest volumes of children in MDCPS care (i.e. Hinds, Harrison, Lee Jackson, Lowndes, Lauderdale, Forrest, Jones, Pike, Pearl River, DeSoto, Warren, and Hancock counties). The required services are described in Request for Qualifications (RFQ) Section 2, Scope of Services.

**Scope of Work**

The MDCPS seeks qualified, experienced, private law firms to dedicate up to 160 hours per month to provide adequate full-time attorneys and paralegal staffing to facilitate permanency outcomes for children in MDCPS care. The primary function of the selected vendor will be to assist with developing, implementing, and maintaining MDCPS attorney representation at all stages of the proceedings involving a child for whom MDCPS has custody, including, but not limited to, shelter, adjudicatory, disposition, permanency, and termination of parental rights hearings. In addition to providing legal services for MDCPS, attorneys will perform the following functions:

1. Follow all policies, procedures, rules, and guidelines established by MDCPS;
2. Assist with permanent plans—adoption, durable legal custody, guardianship, or a successful transition to independence.
3. Resolve backlogs in termination of parental rights cases and provide necessary support to expedite cases having a permanency plan of adoption;
4. Engage in litigation-related matters, including drafting, discovery, court attendance, mediation, investigations, hearings and trials, and similar activities;

5. Review contracts regarding placement, when applicable;
6. Attend regular meetings with OLC as well as their respective assigned counties/youth courts;
7. Represent MDCPS at contested and uncontested emergency hearings, permanency hearings, etc.;
8. that cases are closed to completion;
9. Work in conjunction with the assigned Attorney General's Office representative for case areas;
10. Advise specialists in pre-petition matters.

Respondents must use the attached Qualification Form to provide their responses. Because time is of the essence in the distribution of these funds, please provide a summary, no longer than ten (10) pages, of the Respondent's relevant experience as described in Minimum Qualification Number I on the Qualification Form. The MDCPS reserves the right to require additional sufficient documentation from the winning Respondent to support its certification that all minimum requirements are met.

MDCPS intends to award the contract or contracts for two (2) years, should multiple awards be in the best interest of the State, to the most qualified Contractor(s) who is/are responsible and responsive; however, no contract is guaranteed to result from this RFQ, and MDCPS reserves the right to cancel the RFQ if it is determined to be in the best interest of the State.

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**Qualification Form**

*Professional Legal Services*

Qualifications must be received by e-mail to Contracts@mdcps.ms.gov  
by March 1, 2024, at 12:00 p.m. CST

**QUALIFICATION FORM**

**Minimum Qualifications:**

Circle One

**(Yes/No)** 1. At least five (5) years of documented experience in handling child welfare matters including, but not limited to: identifying and resolving legal system barriers; and providing targeted technical assistance, including assisting with any identified revisions of written policies, protocols, and procedures; Youth Court advocacy regarding competency, emancipation, and parent notifications issues; and advocating to ensure reasonable efforts to keep children in a safe home.

**(Yes/ No)** 2. Must have no conflict of interest in representing MDCPS. To determine conflicts of interest in this contract, the State advises Respondents that a conflict would exist if the Responder actively assisted its other client entities in requesting Relief Funds while also representing the State in its disbursement of such funds. The mere existence of established client relationships with other entities of state or local government or private sector entities who may seek Relief Funds may not create a conflict of interest that requires a waiver. **Respondents must certify that should a conflict arise; it will put the interests of the State first and decline representation of other entities seeking Relief Funds.**

**(Yes/ No)** 3. Must carry a level of insurance, including deductible, to cover errors and omissions, improper judgment, or negligence appropriate for the magnitude of the engagement. Because significant federal funds are being disbursed as part of the contract, the Contractor(s) must have sufficient insurance to protect the State's reliance on the professional judgment of the Contractor(s). If reliance on the judgment of the Bidder results in the de-obligation of the federal funds, the State will seek compensation for its damages from the Contractor(s).

**(Yes/ No)** 4. Must agree to execute the attached Sample Contract by April 1, 2024. Requested clarification of Section 1. *Scope of Services* may be considered by MDCPS and must be submitted with the Respondent's Qualification.

**(Yes/No)** 5. Must agree to have all services performed by or directly supervised by Attorneys with good standing with the Mississippi Bar.

**A Cost Proposal** must be provided and attached to this Qualification Form.

**Submitted & Certified by**

**Contracting Entity:** \_\_\_\_\_

**Print name and Title:** \_\_\_\_\_  
its duly authorized representative.

**CONTRACTUAL AGREEMENT  
FOR LEGAL SERVICES**

**THIS AGREEMENT** made and entered into this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the \_\_\_\_ (*agency name*) \_\_\_\_ an agency of the State of Mississippi, and \_\_\_\_ (*specific attorney(s) and/or law firm, as the case may be*) \_\_\_\_ at (*address*) \_\_\_\_\_, for the performance of legal services of attorneys and employees of said law firm, hereinafter individually and collectively referred to as \_\_\_\_ (*“Attorney”*) \_\_\_\_ and/or \_\_\_\_ (*“Law Firm” as the case may be*) \_\_\_\_.

**WITNESSETH:**

In consideration of the mutual covenants contained herein, and subject to the terms and conditions hereinafter stated, it is hereby understood and agreed by the parties hereto as follows:

**I. SCOPE OF SERVICES:** The \_\_\_\_ (*Attorney and/or Law Firm*) \_\_\_\_ will review relevant documents, meet with any and all officials, witnesses, and representatives as deemed necessary for representation of (*agency or individual named in litigation*) regarding the case of \_\_\_\_ (*style of case*) \_\_\_\_ . The \_\_\_\_ (*Attorney and/or Law Firm*) \_\_\_\_ will copy the Attorney General’s designee(s) with all correspondence during the term of this Agreement, including, but not limited to, dispositive motions/pleadings and memoranda in support thereof. **(For non-litigation matters, no case style is needed. This paragraph may be altered as needed to describe services to be provided).**

The \_\_\_\_ (*Attorney and/or Law Firm*) \_\_\_\_ shall prepare all necessary court documents as authorized by the Attorney General to preserve the interests of the taxpayers and State of Mississippi.

**II. PERIOD OF PERFORMANCE:** The term of this Agreement shall commence on \_\_\_\_ (*effective date of contract*) \_\_\_\_ and shall expire on \_\_\_\_ (*termination date of contract*) \_\_\_\_ .

**III. COORDINATION OF SERVICES:** The \_\_\_\_ (*Attorney and/or Law Firm*) \_\_\_\_ shall coordinate the performance of the services to be provided hereunder through counsel for \_\_\_\_ (*agency name*) \_\_\_\_ and through the Office of the Attorney General and consult with them on specific courses of action which should be pursued.

**IV. RELATIONSHIP OF PARTIES:** It is expressly understood and agreed that \_\_\_\_ (*Attorney and/or Law Firm*) \_\_\_\_ is an independent contractor and that the purchase of legal services is not based on an employer-employee relationship.

**V. SPECIFIC ATTORNEYS:** The Attorney and/or Law firm shall utilize its staff and

attorneys to perform the services required by this Agreement. **(If appropriate in a particular case, name the particular attorneys to be used.)**

- VI. PAYMENT TERMS:** As full and complete compensation for the services to be provided hereunder, the \_\_\_\_\_ (*agency name*) will pay the \_\_\_\_\_ (*Attorney and/or Law Firm*) at the rates listed below:
- \$ \_\_\_\_\_ per hour blended rate for time expended by attorneys.
  - \$ \_\_\_\_\_ per hour for time expended by paralegals.
- (May be different hourly rates for partners, associates, etc.; blended rate is not required)**

The total amount of this contract shall not exceed \$ \_\_\_\_\_ (*total contract maximum*), unless agreed and approved in writing by \_\_\_\_\_ (*agency name*), the Office of the Attorney General, and the Mississippi State Personnel Board.

Each month, \_\_\_\_\_ (*Attorney and/or Law Firm*) shall submit to the Office of the Attorney General and to counsel for \_\_\_\_\_ (*agency name*) an invoice for payment of attorneys' fees and all authorized expenses, which shall be paid following approval by the Office of the Attorney General and counsel for \_\_\_\_\_ (*agency name*).

- VII. AVAILABILITY OF FUNDS:** It is expressly understood and agreed that the obligation of the \_\_\_\_\_ (*agency name*) to proceed under this Agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the Agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the \_\_\_\_\_ (*agency name*), the \_\_\_\_\_ (*agency name*) shall have the right upon ten (10) working days written notice to the contractor to terminate this Agreement without damage, penalty, cost or expenses to the \_\_\_\_\_ (*agency name*) of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

- VIII. EQUAL OPPORTUNITY:** In connection with the performance of work under this contractual Agreement, \_\_\_\_\_ (*Attorney and/or Law Firm*) agrees not to discriminate in any manner whatsoever, including, but not limited to, hiring, termination/discharge, promotion/demotion, or other terms and condition of employment against any person otherwise qualified because of race, creed, color, religion, sex, age, national origin, disability, ancestry or political affiliation.

- IX. NON-ASSIGNMENT AND SUBCONTRACTING:** The \_\_\_\_\_ (*agency name*) will not be independently obligated or liable under this Agreement to any party other than the \_\_\_\_\_ (*Attorney and/or Law Firm*) named herein. Said \_\_\_\_\_ (*Attorney and/or Law Firm*) understands and agrees that it shall not assign, transfer, delegate or subcontract with respect to any of its rights, benefits, obligations, interests or duties under this Agreement

without the prior written consent of the Office of the Attorney General.

- X. SEVERABILITY:** It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement is by the courts or other judicial body held to be illegal or in conflict with any law of the State of Mississippi, the validity of the remaining portions or provisions shall not be affected and the obligations of the parties shall be construed in full force as if the Agreement did not contain that particular part, term, or provision held to be invalid.
- XI. MODIFICATION OR AMENDMENT:** Modifications or amendments to this Agreement may be made upon mutual Agreement of the parties, in writing signed by the parties hereto and approved as required by law.
- XII. TERMINATION:** Any party may terminate this Agreement at any time, with or without cause, by giving written notice to the other parties of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. In the event of such termination, (Attorney and/or Law Firm) shall be entitled to receive just and equitable compensation for any specific services completed in a satisfactory manner prior to the date of termination.
- XIII. NON-WAIVER OF BREACH:** No assent, expressed or implied, by the parties hereto to the breach of the conditions of this Agreement shall be deemed or taken to be a waiver of any succeeding breach of the same or any other provision or condition and shall not be construed to be a modification of the terms of the Agreement.
- XIV. APPLICABLE LAW:** The Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the courts of the State of Mississippi. The Agreement shall comply with applicable federal, state and local laws and regulations.
- XV. COMPLIANCE WITH MISSISSIPPI EMPLOYMENT PROTECTION ACT (MEPA):** (Attorney and/or Law Firm) represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act (Senate Bill 2988 from the 2008 Regular Legislative Session) and will register and participate in the status verification system for all newly hired employees. The term “employee” as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, “status verification system” means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. (Attorney and/or Law Firm) agrees to maintain records of such compliance and, upon request of the State of Mississippi and approval of the Social Security Administration or Department of Homeland Security, where required, to provide a copy of each such verification to the State. (Attorney and/or Law Firm) further represents and warrants that any person

assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. Attorney/ Law Firm understands and agrees that any breach of these warranties may subject ( Attorney and/or Law Firm) to the following: (a) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (b) the loss of any license, permit, certification or other document granted to (Attorney and/or Law Firm) by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. In the event of such termination/cancellation, (Attorney and/or Law Firm) would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit.

**IN WITNESS WHEREOF**, the parties have executed this Agreement to be effective as of (effective date of contract).

(agency name and address)

(Attorney and/or Law Firm and address)

By: \_\_\_\_\_  
(title)

By: \_\_\_\_\_  
(title)

APPROVED:

OFFICE OF THE ATTORNEY GENERAL

By: \_\_\_\_\_  
LYNN FITCH, ATTORNEY GENERAL  
STATE OF MISSISSIPPI

Date: \_\_\_\_\_

MISSISSIPPI STATE PERSONNEL BOARD

By: \_\_\_\_\_  
EXECUTIVE CHAIRMAN

Date: \_\_\_\_\_