



Jess H. Dickinson
Commissioner

Request for Qualifications
RFQ No. 2018HOMESTUDY003
Issue Date: March 20, 2018

MDCPS WELCOMES PARTICIPATION OF MINORITY BUSINESSES

INVITATION: Sealed Statement of Qualifications/Applications, subject to the attached conditions, will be received at this office until April 16, 2018, 12:00 p.m., Central Time for the acquisition of the product/services described below.

Home Study Services

Request for Qualifications Coordinator: Leigh Washington
Contracts, Procurement and Federal Reporting
contracts@mdcps.ms.gov

Applications must be received by the above named party by the official deadline to be considered. Applications will be time stamped as they are received by MDCPS.

Any applications received after the deadline will be marked as being LATE and will not be opened. All proposals received by MDCPS are deemed to be the property of MDCPS and may be used as MDCPS sees fit. MDCPS will not be responsible for non-delivery or late delivery of applications.

The Applicant alone is responsible for ensuring that their application package is delivered to 750 North State Street, Jackson, MS 39202, no later than the official deadline.

If using a commercial delivery company such as FedEx, UPS, USPS or any other public, private or commercial courier service that requires that you use their shipping package, your proposal should be sealed and labeled as stated above to prevent premature opening. Parties submitting applications assume all risks of delivery, including late delivery, lost delivery or failure to deliver.

Lapses in protocol or deviations from the published standards can result in formal objections, legal challenges and delays in the overall award process, which will ultimately result in failure to provide the necessary services to the citizens of Mississippi.

It is recommended that you submit early (i.e., at least 2 days before the submission deadline date).

MDCPS reserves the right to amend the contents of this RFQ as it deems necessary. It is the Applicant's sole responsibility to monitor the website for amendments to this RFQ to ensure that their response is pursuant to the amended RFQ, if applicable. If applicable, the acknowledgement of amendment(s) must accompany the Statement of Qualifications/Application immediately following the Statement of Qualifications/Application Cover Sheet (Attachment E).

MDCPS RESERVES THE RIGHT TO REJECT ANY AND ALL STATEMENT OF QUALIFICATIONS/APPLICATIONS WHERE THE APPLICANT 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.

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Section 1

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

1.2 Statement of Qualifications/Application Acceptance Period

The Statement of Qualifications/Applications and all attachments shall be signed and submitted to 750 North State Street, Jackson, MS 39205 no later than the time and date specified for receipt of qualifications. Timely submission of the Statement of Qualifications/Application is the responsibility of the Applicant. Statement of Qualifications/Application received after the specified time, shall be rejected and returned to the Applicant unopened. The envelope or package shall be marked with the application opening date and time and the number of the request for qualifications. The time and date of receipt shall be indicated on the envelope or package by the MDCPS Business Office. Each page of the Statement of Qualifications/Application and all attachments shall be identified with the name of the applicant.

1.2.1 Required Letter of Intent

Applicants shall notify MDCPS of their intention to submit an application utilizing Attachment A. The letter of intent (Attachment A) shall be submitted via email contracts@mdcps.ms.gov by April 6, 2018, 3:00 p.m., Central Time. The letter of intent shall include the title of this request for applications, the applicant's organizational name and address, one (1) to two (2) sentences stating that the applicant's organization intends to submit an application 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. contracts@mdcps.ms.gov shall acknowledge receipt of letter of intent via email. **A NON--ACKNOWLEDGEMENT is a NON-RECEIPT of required letter of intent. It is the applicant's sole responsibility to ensure timely receipt.**

1.2.2 Procurement Schedule

Task	Date
Advertisement	March 20, 2018; March 27, 2018
Receive Questions for Clarification Deadline	April 2, 2018, 3:00 p.m., CT
Respond in Writing to Clarification (www.mdcps.ms.gov)	April 4, 2018
Required Letter of Intent Deadline	April 6, 2018, 3:00 p.m., CT
Application Deadline	April 16, 2018 12:00 p.m. CT
Phase I Review and Reference Check	April 16-18, 2018
Evaluation of Application(s)	April 20, 2018 or later
Written Notification to Applicant(s)	April 16, 2018 or later
Background Check	To Be Determined
Home Study Model and Licensure Protocols Training	To Be Determined
Proposed Period of Performance	June 1, 2018, or later – May 31, 2019

NOTE: MDCPS reserves the right to adjust the Procurement Schedule as it deems necessary.

1.3 Expenses Incurred in Preparing Offers

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

1.4 Registration with Mississippi Secretary of State

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

1.5 Debarment

By submitting a Statement of Qualifications/Application, the Applicant certifies that it is not currently debarred from submitting Statement of Qualifications/Application 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 applications for contracts issued by any political subdivision or agency of the State of Mississippi.

(Attachments B and C - FDVR and PDV Forms, respectively)

1.6 Additional Information

Questions related to services shall be submitted in writing to Marcus Davenport at contracts@mdcps.ms.gov no later than April 2, 2018, 3:00 p.m., Central Time. Questions concerning the technical portions of the Request for Qualifications should be directed to Leigh Washington at contracts@mdcps.ms.gov no later than April 2, 2018, 3:00 p.m., Central Time. Respondents are

cautioned that any statements made by the contact or technical contact person that materially change any portion of the Request for Qualifications shall not be relied upon unless subsequently ratified by a formal written amendment to the Request for Qualifications. All questions and answers will be published on MDCPS' website (www.mdcpms.gov) in a manner that all respondents will be able to view by April 4, 2018. **MDCPS will not be held liable or responsible for responses to applicants by persons other than the persons specifically designated in this section.**

From the release of this RFQ until a contract is executed, Applicants shall not communicate with any MDCPS staff concerning the RFQ except by using the method described above. If the Applicant attempts any unauthorized communication, MDCPS reserves the right to reject the Applicant's application.

1.7 Proprietary Information

The Applicant should mark any and all pages of the qualification 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). 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. (Attachment D)

1.8 Type of Contract – Firm Fixed Price Agreement

1.9 Written Qualifications

All Statement of Qualifications/Applications shall be in writing.

1.10 Acknowledgement of Amendments

Applicants shall acknowledge receipt of any amendment to the solicitation by signing and returning the amendment (Attachment E) with the Statement of Qualifications/Application, by identifying the amendment number and date in the space provided for this purpose on the application form, or by letter. The acknowledgment must be received by MDCPS by the time and at the place specified for receipt of Statement of Qualifications/Application.

Section 2

2.1 Type of Contract

Compensation for services will be in the form of firm fixed-price agreement.

2.2 Compensation

- \$1,250.00* – home environment check completed; documentation collected; home study completed; narrative/recommendation entered in database; documentation compiled and submitted to MDCPS within sixty (60) days

- \$250.00* – home environment check completed; remainder of process discontinued; narrative/recommendation entered in database; documentation compiled and submitted to MDCPS
- \$500.00* – home environment check completed; one (1) home visit completed; remainder of process discontinued; narrative/recommendation entered in database; documentation compiled and submitted to MDCPS
- \$750.00* – home environment check completed; two (2) home visits completed; remainder of process discontinued; narrative/recommendation entered in database; documentation compiled and submitted to MDCPS

2.3 Purpose

MDCPS is seeking to establish a contract for Home Study Services. It is understood that any contract resulting from RFQ No. 2018HOMESTUDY003 requires approval by MDCPS Commissioner/designee. Any contract resulting from 2018HOMESTUDY003 shall become effective upon final signature by the MDCPS Commissioner.

2.4 Scope of Services

The Mississippi Department of Child Protection Services (MDCPS) is seeking independent contractors to conduct home study services for prospective foster parents to become licensed foster homes for children in our care. Home study services are defined as completing home environment checks, collecting documentation, completing home studies, and entering the recommendation in a database. All home studies will be completed utilizing the **MDCPS Home Study Model**. MDCPS is seeking contractors who can cover the **MS Delta, North MS, and South MS**.

Minimum qualifications include:

- Licensed Social Worker (LSW)
- Licensed Master Social Worker (LMSW)
- Licensed Clinical Social Worker (LCSW)
- Licensed Marriage and Family Therapist (LMFT)

Independent contractors must:

- adhere to employment background checks and other employment related processes. The screenings will include MACWIS, Child Abuse Central Registry, Sex Offender Registry, Local Police Department, County Sheriff's Department, and etc., have a Limited Liability Company (LLC) designation and have proof of liability insurance,
- have experience in providing clinical services to children in foster care,
- have a reliable computer and reliable internet service, and
- attend training on the MDCPS Home Study Model and Licensure Protocols at no cost to contractors

The independent contractor will be assigned no more than three (3) home studies at one time and must complete a minimum of ten (10) home studies throughout the period of performance. Failing to meet the minimum requirement at the fault of the independent contractor or submitting poor quality home studies may result in non-renewal or termination of the contract. Current MDCPS employees are ineligible.

2.5 Term/ Renewal of Contracts

The term of the contract shall be for a period of one (1) year. The contract may be renewed at the discretion of MDCPS upon written notice to the Independent Contractor at least ninety (90) days prior to the contract anniversary date for a period of one (1) successive year under the same prices, terms, and conditions as in the original contract. The total number of renewal years permitted shall not exceed four (4).

2.6 Multiple Awards

MDCPS reserves the right to make multiple awards.

Section 3

3.1 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.

Section 4

4.2 Minimum Qualifications

Minimum qualifications include:

- Licensed Social Worker (LSW)
- Licensed Master Social Worker (LMSW)
- Licensed Clinical Social Worker (LCSW)
- Licensed Marriage and Family Therapist (LMFT)

4.3 Professional/Personal References. Must include at least two (2) professional and/or two (2) personal references that can be contacted to verify the applicant's qualifications and experience. Reference must not be a family member. References that are no longer in business cannot be used. Inability to reach the reference will result in that reference being considered nonresponsive. MDCPS reserves the right to request information about the applicant from any previous customer of the applicant of whom MDCPS is aware, even if that customer is not included in the Vendor's list of references.

4.4 Statement of Qualifications/Application Submission Requirements

The sealed Statement of Qualifications/Application shall be typed, indexed, numbered and divided to allow for ease of handling by MDCPS in the following order:

- Table of Contents
- Acknowledgment of receipt email by contracts@mdeps.ms.gov of required letter of intent
- Completed and signed Acknowledgement Form, if applicable (Attachment E)
- Statement of Qualifications/Application Cover Sheet (Attachment F)
- Statement of Qualifications/Application Form (Attachment G)
- Signed MDCPS Standard Terms and Conditions (Attachment H)
- Resume' listing abilities, qualifications and experience of all individuals who will be assigned to provide the required services
- References (Attachment I)
- Detailed description of past experience Home Study Services
- Completed and signed Federal Debarment Verification Form (Attachment B)
- Completed and signed Partnership Debarment Verification Form (Attachment C)
- E-verify documentation(<https://www.uscis.gov/e-verify/e-verify-enrollment-page>);
- Completed W-9(<https://www.irs.gov/pub/irs-pdf/fw9.pdf>);
- Current Certificate of Liability Insurance
- Minority Vendor Self Certification Form (Attachment M)
- Statement of Qualifications/Application Exception Summary Form (Attachment K)
- Completed and signed Proprietary Information Form (Attachment D)
- Statement the applicant certifies that it is registered to do business in the State of Mississippi as prescribed by the Mississippi Secretary of State or, if not already registered, that it will do so within seven (7) days of being offered an award. Sole proprietors are not required to register with Mississippi Secretary of State.
- Copy of current/active social work licensure
- Copy of degree

Additional submission requirements include:

- Mailing or hand delivering one original and two (2) copies of the Statement of Qualifications/Application shall be submitted in a sealed envelope or package to 750 North State Street, Jackson, MS 39205. The original Statement of Qualifications/Application must be marked "ORIGINAL". All documents contained in the original Statement of Qualifications/Application must have original signatures and must be signed by a person who is authorized to bind the applicant. All additional Statement of

Qualifications/Application sets may contain photocopies of the original package. Sealed Statement of Qualifications/Application should be labeled as follows:

Organization/Name HERE

**Request for Qualifications for Home Study Services
RFQ No. 2018HOMESTUDY003**

APPLICATION DEADLINE: April 16, 2018, 12:00 p.m., Central Time

OPENING DATE: April 16, 2018, 2:00 p.m., Central Time

Attention: Leigh Washington, RFQ Coordinator

Mississippi Department of Child Protection Services

750 North State Street

Jackson, Mississippi 39205

SEALED STATEMENT OF QUALIFICATIONS/APPLICATION PACKAGE

*****DO NOT OPEN*****

- Timely submission of the Statement of Qualifications/Application package is the responsibility of the applicant. Statement of Qualifications/Application received after the specified time will be rejected, shall not be considered for award and applicants shall be notified as soon as practicable of late bid. The time and date of receipt by MDCPS will be indicated on the envelope or package by MDCPS staff.
- Each page of the Statement of Qualifications/Application form and all attachments must be identified with the name of the applicant.
- MDCPS reserves the right to decide, on a case-by-case basis, whether to reject a Statement of Qualifications/Application with modifications or additions as non-responsive.
- Any applicant claiming that its Statement of Qualifications/Application contains information exempt from the Mississippi Public Records Act (Miss. Code Ann. §§ 2561-1 et seq.), shall segregate and mark the information as confidential and provide the specific statutory authority for the exemption.
- All Statement of Qualifications/Application packages must be received by MDCPS no later than **April 16, 2018, 12:00 p.m., Central Time**. Statement of Qualifications/Applications submitted via facsimile (faxes) or email will not be accepted. It is recommended that if a Statement of Qualifications/Application is mailed to MDCPS, it should be posted in certified mail with a return receipt requested. MDCPS will not be responsible for mail delays or lost mail.

4.4.1 Late Submissions

Statement of Qualifications/Applications received after the exact time specified for receipt will not be considered unless it is the only Statement of Qualifications/Application received.

4.4.2 Responsive Applicant

Applicant must submit a qualification which conforms in all material respects to this RFQ RFQ No. 2018HOMESTUDY003 as determined by MDCPS.

4.4.3 Responsible Applicant

Applicant 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.

4.5 Nonconforming Terms and Conditions

A qualification that includes terms and conditions that do not conform to the terms and conditions in the Request for Qualifications is subject to rejection as non-responsive. MDCPS reserves the right to permit the Applicant to withdraw nonconforming terms and conditions from its Statement of Qualifications/Application prior to a determination by the MDCPS of non-responsiveness based on the submission of nonconforming terms and conditions.

4.6 Evaluation Procedure

4.6.1 Evaluation Factors

(1) The overall quality of the proposed plan for performing the required services (the plan should reflect an understanding of the project and its objectives). Describe how the services will be performed. Consideration will be given to the completeness of the response to the specific requirements of the solicitation. ***(Important) 10 Points***

(2) Applicant's ability to provide the required services as reflected/evidenced by qualifications (education, experience, etc.). This includes the ability of the applicant to provide a work product that is legally defensible. A narrative that includes specific timelines, education and general experience in providing the required services as outlined in the detailed specifications. ***(Very Important) 25 Points***

(3) The number of personnel, equipment, facilities, financial resources and/or other verifiable means available to perform the services currently available or demonstrated to be made at the time of contracting (reliable transportation, computer and internet, etc.) ***(Important) 15 Points***

(4) A descriptive overview of past performance of similar work in scope, size or discipline to the required services were performed or undertaken within the past three (3) years. ***(Critical) 50 Points***

Total: 100 Points

4.7 Award

The contract will be awarded by written notice, to the highest ranked Applicant(s) whose statement of qualifications meets the requirements and criteria set forth in this Request for Qualifications.

4.8 Basis of Award

All Statement of Qualifications/Application packages received in response to this RFQ by the stated deadline will receive a comprehensive, fair, and impartial review. A review committee will consider the Statement of Qualifications/Applications in the following three-phase process:

Phase 1: During this phase of the review process, all Statement of Qualifications/Applications received will be reviewed to determine if the following mandatory requirements of this RFQ have been satisfied:

- Statement of Qualifications/Application submission deadline met;
- Table of Contents
- Acknowledgment of receipt email by contracts@mdeps.ms.gov of required letter of intent;
- Completed and signed Acknowledgement Form, if applicable (Attachment E);
- Required format followed (Table of Contents, typed, indexed, divided, numbered and in required order);
- Required number of copies along with the original Statement of Qualifications/Application provided;
- Signed Statement of Qualifications/Application Cover Sheet provided (Attachment F);
- Responsiveness to the questions contained on the Statement of Qualifications/Application Cover Sheet;
- Signed Statement of Qualifications/Application Form provided (Attachment G);
- Signed MDCPS Standard Terms and Conditions (Attachment H)
- Resume' listing abilities, qualifications and experience of all individuals who will be assigned to provide the required services;
- Required number of references provided (Attachment I);
- Detailed description of past experience in Home Study Services;
- Acceptance of all Standard Terms and Conditions;
- Completed and signed Federal Debarment Verification Form (Attachment B);
- Completed and signed Partnership Debarment Verification Form (Attachment C);
- E-verify documentation;
- Completed W-9;
- Current Certificate of Liability Insurance;
- Minority Vendor Self Certification Form (Attachment M);
- Statement of Qualifications/Application Exception Summary Form (Attachment K);
- Completed and signed Proprietary Information Form (Attachment D); and,
- Statement the applicant certifies that it is registered to do business in the State of Mississippi as prescribed by the Mississippi Secretary of State or, if not already registered, that it will do so within seven (7) days of being offered an award. Sole proprietors are not required to register with Mississippi Secretary of State
- A copy of current/active social work licensure
- Copy of degree

Failure to comply with any of the above may result in elimination from further consideration. Applicants that are determined to have complied will continue to the next phase, while applicants that do not comply will be immediately notified of their non-responsive status.

Phase 2: During this phase of the review process, all remaining Statement of Qualifications/Applications will be reviewed to determine responsibility; i.e., whether the minimum applicant requirements of this RFQ have been met. Applicants that are determined by the review committee to have shown the minimum qualifications outlined in Section 4 and who received a minimum score of four on the Reference Score Sheet (Attachment J) from reference interviews by MDCPS staff with one applicant reference (for a total minimum score of four) will be found to be responsible. These applicants will continue to the next phase, while applicants that are not determined to be responsible will be immediately notified in writing of such determination.

Applicants who do not move to Phase 3 will be promptly notified in writing

Phase 3: During this phase of the review process, all remaining Statement of Qualifications/Applications will be reviewed to assess the applicant's qualifications with regard to Home Study Services as well as expertise in the minimum qualifications listed in Section 4. Each Statement of Qualifications/Application will be scored using the Evaluation Criteria for Phase 3 in Section 4.6.1. The highest scoring applicants in each of the following categories (must have a minimum score of 75).

4.9 Notification

All participating Applicants will be notified of MDCPS' intent to award a contract. In addition, MDCPS will identify the selected applicant. Notice of award is also made available to the public upon request.

Section 5

5.1 Post-Award Debriefing Request

An Applicant, successful or unsuccessful, may request a post-award debriefing, in writing, by U.S. mail or electronic submission, to be received by the agency within three (3) business days of notification of the contract award. A debriefing is a meeting and not a hearing; therefore, legal representation is not required. If an Applicant prefers to have legal representation present, the proposer must notify the agency and identify its attorney by name, address, and telephone number. MDCPS shall be allowed to schedule and/or suspend and reschedule the meeting at a time when a representative of the Office of the Mississippi Attorney General can be present.

For additional information regarding Post-Award Debriefing, as well as the information that may be provided and excluded, please see Section 7-112 through 7-112.07, Post-Award Vendor Debriefing, of the *Office of Personal Service Contract Review Rules and Regulations*.

5.2 Protests

Any actual or prospective applicant who is aggrieved in connection with this solicitation or the outcome of this RFP may file a protest with the Commissioner of MDCPS. The protest shall be submitted within seven (7) calendar days following award date, in writing after such aggrieved person or entity knows or should have known of the facts giving rise thereto. All protests must be in writing, dated, signed by the proposer or an individual authorized to sign contracts on behalf of the protesting proposer, and contain a statement of the reason(s) for protest, citing the law(s), rule(s) and regulation(s) or procedure(s) on which the protest is based. The written protest letter shall contain an explanation of the specific basis for the protest. The protesting proposer must provide facts and evidence to support the protest. A protest is considered filed when received by the Commissioner of MDCPS via either U.S. mail, postage prepaid, or by personal delivery. Protests filed after seven (7) calendar days following award date will not be considered.

5.3 Statement of Qualifications/Application Exceptions

Please return the Statement of Qualifications/Application Exception Summary Form (Attachment J) with all exceptions to items in any Section of this RFQ listed and clearly explained or state “No Exceptions Taken.” If no Statement of Qualifications/Application Exception Summary Form is included, the Applicant is indicating that he takes no exceptions to any item in this RFQ document.

5.3.1 Unless specifically disallowed on any specification herein, the Applicant may take exception to any point within this RFQ, including a specification denoted with ”must” or “shall,” as long as the following are true:

5.3.1.1 The specification is not a matter of State law;

5.3.1.2 The Application still meets the intent of the RFQ

5.3.1.3 A Statement of Qualifications/Application Exception Summary Form is included with the Application; and

5.3.1.4 The exception is clearly explained, along with any alternative or substitution the Applicant proposes to address the intent of the specification, on the Statement of Qualifications/Application Exception Summary Form.

5.3.1.5 The Applicant has no liability to provide items to which an exception has been taken. MDCPS has no obligation to accept any exception. During the Application evaluation and/or contract negotiation process, the Applicant and MDCPS will discuss each exception and take one of the following actions:

5.3.1.6 The Applicant will withdraw the exception and meet the specification in the manner prescribed;

5.3.1.7 MDCPS will determine that the exception neither poses significant risk to the project nor undermines the intent of the RFQ and will accept the exception;

5.3.1.8 MDCPS and the Applicant will agree on compromise language dealing with the exception and will insert same into the contract; or

5.3.1.9 None of the above actions is possible, and MDCPS either disqualifies the Application or withdraws the award and proceeds to the next ranked Applicant.

5.3.2 Shall MDCPS and the Applicant reach a successful agreement, MDCPS will sign adjacent to each exception which is being accepted or submit a formal written response to the Application Exception Summary responding to each of the Applicant's exceptions. The Statement of Qualifications/Application Exception Summary Form, with those exceptions approved by MDCPS, will become a part of any contract on acquisitions made under this RFQ.

5.3.3 An exception will be accepted or rejected at the sole discretion of MDCPS.

5.3.4 MDCPS desires to award this RFQ to an Applicant with whom there is a high probability of establishing a mutually agreeable contract, substantially within the standard terms and conditions of the State's RFQ, including the Standard Contract in Attachment L. As such, Applications, in the sole opinion of MDCPS, reflect a substantial number of material exceptions to this RFQ, may place themselves at a comparative disadvantage in the evaluation process or risk disqualification of their Applications.

5.3.5 For Applicants who have successfully negotiated a contract with MDCPS in the past, MDCPS requests that, prior to taking any exceptions to this RFQ, the individual(s) preparing this Application first confer with other individuals who have previously submitted Applications to MDCPS or participated in contract negotiations with MDCPS on behalf of their company, to ensure the Applicant is consistent in the items to which it takes exception

5.3 Required Contract Terms and Conditions

Any contract entered into between MDCPS and a vendor/applicant shall include the required clauses found in Attachment L and those required by the *Office of Personal Service Contract Review Rules and Regulations* as updated.

5.4 Attachments

The attachments to this Request for Qualifications are made a part of this Request for Qualifications as if copied herein in words and figures.

Name of Applicant: _____

Required Letter of Intent
Revised April 19, 2016

ATTACHMENT A
REQUIRED LETTER OF INTENT

Date

Mr./Ms./Dr. _____

Title _____

Address _____

City, State, Zip Code _____

Dear Ms. Leigh Washington, RFQ Coordinator

This letter confirms our intent to submit an application pursuant to RFQ No. 2018HOMESTUDY003

service area includes _____ . Also, in compliance with the requirements
County(ies)

of the letter of intent, _____ submits the following
Organization Name

information:

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

Name of Applicant: _____

Federal Debarment Verification Form
Revised April 5, 2016

ATTACHMENT B

**MISSISSIPPI DEPARTMENT OF CHILD PROTECTION SERVICES
FEDERAL DEBARMENT VERIFICATION FORM**

Please Print/Type Clearly in Blue Ink

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)	

I hereby certify that _____ is not on the list for federal
debarment on www.sam.gov –System for Award Management.
Subgrantee's Name/Contractor's Name

Signature of Authorized Official

Date

Name of Applicant: _____

Partnership Debarment Verification Form
Revised April 5, 2016

ATTACHMENT C

MISSISSIPPI DEPARTMENT OF CHILD PROTECTION SERVICES PARTNERSHIP DEBARMENT VERIFICATION FORM

Please Print/Type Clearly in Blue Ink

Subgrantee's/Contractor's Name	
Authorized Official's Name	
DUNS Number	
Address	
Phone Number	

I hereby certify that all entities who are in partnership with MDCPS (subcontractors, subrecipients, et al.) are not on the federal debarment list on www.sam.gov – System for Award Management. 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

Date

Name of Applicant: _____

Acknowledgement of Amendment
Revised April 19, 2016

ATTACHMENT E

Acknowledgement of Amendment to RFQ No. 2018HOMESTUDY003

I, _____, acknowledge that RFQ No. 2018HOMESTUDY003 has been
Authorized Official's Name

amended on _____ to include the following:
Date

I, _____, understand that Statement of Qualifications/Applications will **only**
Authorized Official's Name

be accepted from applicants who submit this acknowledgement of amendment # _____.

Name/Name of Company

Authorized Official's Typed Name/Title

Signature of Authorized Official

Date

(No stamped signature)

This acknowledgement should be enclosed in accordance with the instructions located in Section 1.10 of this RFQ.

Name of Applicant: _____

ATTACHMENT F

Statement of Qualifications/Application Cover Sheet

The Mississippi Department of Child Protection Services is soliciting Statement of Qualifications/Applications from qualified Applicants

PLEASE MARK YOUR ENVELOPE:

Organization/Name HERE

**Request for Qualifications for Home Study Services
RFQ No. 2018HOMESTUDY003**

APPLICATION DEADLINE: April 16, 2018, 12:00 p.m., Central Time

OPENING DATE: April 16, 2018, 2:00 p.m., Central Time

Attention: Leigh Washington, RFQ Coordinator

Mississippi Department of Child Protection Services

750 North State Street

Jackson, Mississippi 39205

SEALED STATEMENT OF QUALIFICATIONS/APPLICATION PACKAGE

*****DO NOT OPEN*****

Date Submitted: _____

Applicant Organization Information:

Name/Name of Organization: _____

Mailing Address: _____

Authorized Official: _____

Phone: () _____ **Email:** _____

Tax I.D. No.: _____ **DUNS No.:** _____

BUSINESS ID No. (Issued from Mississippi Secretary of State's Office (*Out-of-state corporations ONLY*)): _____

Contact Person for Applicant:

Name: _____ **Title:** _____

Phone: () _____ **Email:** _____

Name of Applicant: _____

In addition to providing the above contact information, please answer the following questions:

How many years has the firm been in business to perform the services outlined in this RFQ? _____

Please provide the physical location and mailing address of your company's home office, principal place of business, and place of incorporation.

If your company is not physically located in the region, how will you supply the services outlined in the RFQ?

List all licenses or permits your company possess that are applicable to performing the services required in this RFQ.

Describe any specific services which your company offers along with any specialized experience, certification, and/or education of your current staff.

By signing below, I certify that the abovementioned information is true and complete and I have the authority to bind the company. I do not have any questioned costs, audit, monetary and/or unresolved findings with MDHS, Division of Program Integrity or MDCPS, Office of Internal Audit. I understand that as a condition of award, I may be required to present documentation which verifies the accuracy of the information on this Statement of Qualifications/Application Cover Sheet. Any incorrect and/or missing information is considered non-responsive and is subject to rejection.

Signature of Authorized Official/Title
(No stamped signature)

Date

Name of Applicant: _____

ATTACHMENT G

Statement of Qualifications/Application Form for Home Study Services

Categories of Services to be provided. **Applicant must mark each category for which they wish to be considered.**

Home Study Services

Applicant	Telephone Number	Email Address

Home Study Services Contract Rate Schedule

The total compensation available for these services is \$19,000.00

\$1,250	home environment check completed; documentation collected; home study completed; narrative/recommendation entered in database; documentation compiled and submitted to MDCPS within sixty (60) days
\$250	home environment check completed; remainder of process discontinued; narrative/recommendation entered in database; documentation compiled and submitted to MDCPS
\$500.00	home environment check completed; one (1) home visit completed; remainder of process discontinued; narrative/recommendation entered in database; documentation compiled and submitted to MDCPS
\$750.00	home environment check completed; two (2) home visits completed; remainder of process discontinued; narrative/recommendation entered in database; documentation compiled and submitted to MDCPS

County(ies) to be served in the **MS Delta, North MS, and South MS ONLY:** _____

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

Authorized Representative

Name of Applicant: _____

ATTACHMENT H

MDCPS STANDARD TERMS AND CONDITIONS

1. That he/she has thoroughly read and understands the Request for Qualifications and Attachments thereto;
2. That the company meets all requirements and acknowledges all certifications contained in the Request for Qualifications and Attachments thereto;
3. That the company agrees to all provisions of the Request for Qualifications and Attachments thereto including, but not limited to, the Required Clauses to be included in any contract resulting from this RFQ (Attachment L);
4. That the company will perform the services required at the prices indicated above;
6. The company represents that its workers are licensed, certified and possess the requisite credentials to perform Home Study Services.
7. **NON-DEBARMENT**-By submitting a Statement of Qualifications/Application, the company certifies that it is not currently debarred from submitting qualifications for contracts issued by any political subdivision, agency of the State of Mississippi, or any other state 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, agency of the State of Mississippi, or any other state.
8. **INDEPENDENT PRICE DETERMINATION**-The company certifies that the prices submitted in response to the solicitation have been arrived at independently and without (for the purpose of restricting competition) any collusion, consultation, communication, or agreement with any other Applicant or competitor relating to those prices, the intention to submit a qualifications, or the methods or factors used to calculate the prices qualifications/offered.
9. **PROSPECTIVE CONTRACTOR'S REPRESENTATION REGARDING CONTINGENT FEES**-The prospective contractor represents as a part of such Contractor's qualifications or proposal that such Contractor has/has not (please circle applicable word or words) retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract.
10. **REPRESENTATION REGARDING CONTINGENT FEES**-The company represents that it **has/has not** (please circle applicable word or words) retained a person to solicit or secure a State contract upon an agreement or understanding for a commission, percentage, brokerage, or other contingent fee, except as disclosed in the company's qualifications or proposal.
11. **REPRESENTATION REGARDING GRATUITIES**-The bidder, applicant, or contractor represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 6-204 (Gratuities) of the *Office of Personal Service Contract Review Rules and Regulations*.

Name of Applicant: _____

MDCPS STANDARD TERMS AND CONDITIONS

Company Name: _____

Printed name of authorized representative: _____

Date: _____

Signature: _____

*Note: Please be sure to **circle the applicable word or words** on numbers 9 (Prospective Contractor's Representation Regarding Contingent Fees) and 10 (Representation Regarding Contingent Fees) above. Failure to circle the applicable word or words and/or sign the qualifications form may result in the qualifications being rejected as non-responsive. **Modifications or additions to any portion of this qualification may be cause for rejection of qualifications.***

Name of Applicant: _____

ATTACHMENT I
PROFESSIONAL REFERENCES

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: _____

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: _____

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: _____

Name of Applicant: _____

ATTACHMENT I

PERSONAL REFERENCES

REFERENCE 1

Name: _____
How long have you known person: _____
What is relationship? _____
Address: _____
City/State/Zip: _____
Telephone Number: _____
Cell Number: _____
E-mail: _____

REFERENCE 2

Name: _____
How long have you known person: _____
What is relationship? _____
Address: _____
City/State/Zip: _____
Telephone Number: _____
Cell Number: _____
E-mail: _____

REFERENCE 3

Name: _____
How long have you known person: _____
What is relationship? _____
Address: _____
City/State/Zip: _____
Telephone Number: _____
Cell Number: _____
E-mail: _____

Applicant must submit at least two (2) references. Applicant may submit as many references as desired by submitting as many additional copies of Attachment H, References, as deemed necessary. References will be contacted in order listed until two (2) references have been interviewed and Reference Score Sheets completed. No further references will be contacted; however, applicants are encouraged to submit additional references to ensure that at least two (2) references is available for interview. MDCPS staff must be able to contact one reference within two MDCPS business days of Statement of Qualifications/Application opening for applicant to be considered responsive.

ATTACHMENT J

Professional Reference Score Sheet

TO BE COMPLETED BY MDCPS STAFF ONLY

LOCATION (*city, county, region or statewide*):[_____]

Applicant Name:_____

Reference Name:_____

Spoke to:_____

Score:_____

Able to provide services in a timely manner?	Yes	No
Satisfied with _____services provided? If no, please explain.	Yes	No
Applicant easy to work with?	Yes	No
Applicant listened when you had an issue and readily offered a solution? If never an issue, please check here_____.)	Yes	No
Would you recommend?	Yes	No

Each “yes” is one point; each “no” is zero points. Applicant must have a minimum score of “4” from two references (total of “8” points) to be considered responsible and for its bid to be considered.

Do you have any business or professional interest in the applicant’s organization? If yes, please explain.	Yes	No
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Called by:_____

Date/Time:_____

Personal Reference Score Sheet

TO BE COMPLETED BY MDCPS STAFF ONLY

LOCATION (*city, county, region or statewide*):[_____]

Applicant Name:_____

Reference Name:_____

Spoke to:_____

Score:_____

What are his/her strengths?*		
What are his/her weaknesses?*		
How does applicant relate to others? *		
How does applicant react to stressful situations? *		
Would you recommend?	Yes	No

Each “yes” or “satisfied” is one point; each “no” or “dissatisfied” is zero points. Applicant must have a minimum score of “4” from two references (total of “8” points) to be considered responsible and for its application to be considered.

*MDCPS will score based on satisfaction or dissatisfaction with responses to non-polar questions

Do you have any business or professional interest in the applicant’s organization? If yes, please explain.	Yes	No
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Called by:_____

Date/Time:_____

Name of Applicant: _____

Statement of Qualifications/Application Exception Summary Form
Revised April 19, 2016

ATTACHMENT K

Statement of Qualifications/Application Exception Summary Form

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

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

ATTACHMENT L

TO BE COMPLETED BY MDCPS ONLY

STATE OF MISSISSIPPI

MISSISSIPPI DEPARTMENT OF CHILD PROTECTION SERVICES

CONTRACT FOR _____ 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 the MDCPS to engage Independent Contractor and 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” attached hereto as Exhibit A, and the “*2nd Modified Mississippi Settlement Agreement and Reform Plan,*” attached hereto as Exhibit B, and incorporated herein by reference.
4. **Consideration.** As consideration for the performance of this Contract, the Independent Contractor shall be paid a fee not to exceed _____ (\$ _____) in accordance with the Budget attached hereto as Exhibit C. It is expressly understood and agreed that in no event shall the total compensation paid hereunder exceed the specified amount of _____ (\$ _____).
5. **Period of Performance.** This contract will become effective for the period beginning [add date] and ending on [add date], upon the approval and signature of the both parties hereto.
6. **Renewal of Contract:** The contract may be renewed at the discretion of MDCPS upon written notice to Independent Contractor at least ninety days prior to each contract anniversary date for a period of four successive one-year periods 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, the [Independent Contractor’s Name] shall be notified at least ninety (90) days prior to the contract anniversary date.
7. **Method of Payment.** Independent Contractor agrees to accept payments referenced in

Paragraph 5, “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 [add 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 MDCPS at contract.invoices@mdeps.ms.gov.

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 courts of the State. 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 proposal.
11. Representation Regarding Gratuities. The 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 *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. Stop Work Order.
 - a. *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, the MDCPS shall either:
 - i. cancel the stop work order; or,
 - ii. terminate the work covered by such order as provided in the Termination for Default clause or the Termination for Convenience clause of this contract.

 - b. *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:
 - i. 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,
 - ii. 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.

 - c. *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.

15. Termination. The Commissioner may terminate this contract with or without cause upon thirty

(30) days prior written notice to the Independent Contractor.

16. Termination for Convenience.

- a. *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.
- b. *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.

17. Termination for Default.

- a. *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.
- b. *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.
- c. *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.

- d. *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).
 - e. *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.
 - f. *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.
18. 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.

19. E-Payment. Independent Contractor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. MDCPS 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 MDCPS within forty-five (45) days of receipt of invoice. Mississippi Code Annotated § 31-7-305.
20. E-Verify 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 Contractor by an MDCPS, 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 cancellations/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.
21. 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.

22. 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.
23. Procurement Regulations. The contract shall be governed by the applicable provisions of the *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/dfa-offices/personal-service-contract-review/>.
24. Trade Secrets, Commercial and Financial. 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.
25. 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.

In witness whereof, the parties hereto have affixed, on duplicate originals, their signatures on the date indicated below, after first being authorized so to do.

**MISSISSIPPI DEPARTMENT OF CHILD
PROTECTION SERVICES**

By: _____
Authorized Signature

By: _____
Authorized Signature

Printed Name: Jess Dickinson, Commissioner

Title: Deputy Commissioner

Date: _____

Date: _____

INDEPENDENT CONTRACTOR'S NAME

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

Name of Applicant: _____

ATTACHMENT M

**STATE OF MISSISSIPPI
MINORITY VENDOR SELF CERTIFICATION FORM**

Please complete the following information on this form and return immediately to the Mississippi Department of Finance and Administration, Attention: Vendor File Maintenance, P.O. Box 1060, Jackson, Mississippi 39215. Forms may also be faxed to (601) 359-5525.

Name of Business: _____

Address: _____ Post Office Box: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Tax I.D.: _____

SAAS Vendor#s (if known): _____

MINORITY STATUS

As used in this provision, means a business concern that (1) is at least 51% minority-owned by one or more individuals, or minority business enterprises that are both socially and economically disadvantaged and (2) have its management and daily business controlled by one or more such individuals as ascribed under the Minority Business Enterprise Act 57-69 and the Small Business Act 15 USCS, Section 637 (a). See back of form for more information. Should you require additional information regarding your Minority Status, or need assistance in completing this form please call the Mississippi Development Authority, Minority Business Enterprise Division at 601-359-3448.

Applicable

Not Applicable

IF MINORITY STATUS IS APPLICABLE, PLEASE CHECK APPROPRIATE CODE BELOW:

Minority Business Enterprise

- A (Asian Indian)
- B (Asian Pacific)
- C (Black American)
- D (Hispanic American)
- E (Native American)

Women Business Enterprise

- M (Asian Indian)
- N (Asian Pacific)
- O (Black American)
- P (Hispanic American)
- Q (Native American)
- R (Other) Non Ethnic Women

The undersigned certifies under the penalties (administrative suspension and/or ineligibility for participation) set forth in the Minority Business Enterprise Act 57-69, and the Small Business Act 15 USCS, Section 637 (a), that the company classification and selected information above is true and correct. The undersigned will advise of any change in such classification at once.

Business: _____ Certified by: _____

Date: _____ Title: _____ Name Printed: _____

Issue Date March 31, 2002

ATTACHMENT N

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

(See Mississippi Department of Child Protection Services Website)

<https://www.mdcpms.gov/olivia-y-lawsuit/>