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 9, 2019, 12:00 p.m., Central Time for the acquisition of the product/services described below.

Technology Based Entrepreneurial Youth Conference

Request for Qualifications Coordinator: Leigh Washington
contracts@mdcps.ms.gov
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 (www.mdcps.ms.gov) 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.

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.

1.1.1 Division of Youth Transition Support Services

1.1.1.2 Independent Living Mission/Vision

Independent Living promotes intellectual and social development, mental wellness, physical health, economic success, safety and permanency through youth driven case planning while establishing and preserving connections through community supports for a manageable transition into adulthood.

1.2 Statement of Qualifications/Application Acceptance Period

One (1) original and five (5) copies shall be submitted to 750 North State Street, Jackson, MS 39205 no later than the time and date specified for receipt of qualifications. The original and five (5) copies must include identifiable exhibits. The identifiable exhibits should be separated from the other sections of the application. If the exhibits identify or distinguish the applicant, the application will be immediately rejected and will not be considered for an award.

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. 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. If applying for more than one (1) placement type, a separate Statement of Qualifications/Application should be submitted.

1.2.1 Required Letter of Intent

Applicants shall notify MDCPS of their intention to submit an application. The letter of intent (Attachment J) shall be submitted via email to contracts@mdcps.ms.gov by March 29, 2019, 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, TIN/EIN, 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.

1.2.3 Timeline

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<td>Advertisement</td>
<td>March 12, 2019; March 19, 2019</td>
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<td>Receive Questions for Clarification Deadline</td>
<td>March 26, 2019, 12:00 p.m., CT</td>
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<td>Respond in Writing to Clarification (<a href="http://www.mdcps.ms.gov">www.mdcps.ms.gov</a>)</td>
<td>March 27, 2019</td>
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<td>Required Letter of Intent Deadline</td>
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<td>Application Opening</td>
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<td>Phase I Review (Responsiveness)</td>
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<td>April 9-11, 2019, 2019</td>
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<td>Phase II (Evaluation of Applications(s))</td>
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<td>Proposed Written Notification to Applicant</td>
<td>April 19, 2019 or later</td>
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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 three (3) days of being offered an award. Proof of registration shall be furnished upon request within three (3) business days of written notification of award. Sole proprietors are not required to register with Mississippi Secretary of State.

1.5 Mississippi’s Accountability System for Government Information and Collaboration (MAGIC) Information for State of Mississippi Vendor File

1.5.1 MAGIC Vendor Code: Any Applicant who has not previously done business with the State and has not been assigned a MAGIC Vendor code should visit the following link to register:

https://sus.magic.ms.gov/sap/bc/webdynpro/sapsrm/wda_e_suco_sreg?sap-client=100
Supplier number shall be furnished upon request within three (3) business days of written notification of award.

1.6 Minority Vendor Self-Certification
The State of Mississippi, in an effort to capture participation by minority Vendors, asks that each Applicant review the State of Mississippi Minority Vendor Self Certification Form https://www.mississippi.org/assets/docs/minority/minority_vendor_selfcertform.pdf. This information is for tracking/reporting purposes only, and will not be used in determining which Applicant will be chosen for the services outlined in Section 2.4.

Please direct any questions about minority certification in Mississippi to the Minority Business Enterprise Division of the Mississippi Development Authority by telephone at (601) 359-3448 or via email at minority@mississippi.org.

If Applicant is claiming status as a Minority Business Enterprise or Woman Business Enterprise, the Applicant must furnish the Minority Vendor Self-Certification Form upon request within three (3) business days of written notification of award.

1.7 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. Written documentation that applicant (and its partners, if applicable) are not currently debarred shall be furnished upon request within three (3) days of written notification of award.

1.8 Additional Information

Questions related to services shall be submitted in writing to Mario Johnson at Contracts@mdcps.ms.gov no later than March 26, 2019, 12:00 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 March 26, 2019, 12:00 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.mdcps.ms.gov) in a manner that all respondents will be able to view by March 27, 2019. MDCPS will not be held liable or responsible for responses to proposers by persons other than the persons specifically designated in this section. Questions and Answers will be issued as an amendment and applicants should acknowledge receipt of this amendment to the solicitation by signing and returning the amendment with the applications, by identifying the amendment number and date in the space provided for this purpose on Attachment C. The acknowledgement must be received no later than the time and date specified for receipt of applications. It is the applicant’s sole responsibility to monitor the website (www.mdcps.ms.gov) for the amendments to this RFQ.
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 Statement of Qualifications.

1.9 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) and return completed Proprietary Information Form (Attachment H). 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.

1.10 Type of Contract – Firm Fixed Price Agreement

A firm fixed-price contract provides a price that is not subject to adjustment because of variations in the contractor’s cost of performing the work specified in the contract.

1.11 Written Qualifications

All Statement of Qualifications/Applications shall be in writing.

1.12 Acknowledgement of Amendments

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

1.13 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:

a. 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;
b. 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,
c. 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. E-verify registration documentation shall be furnished upon request within three (3) business days of written notification of award. (See https://www.uscis.gov/e-verify/e-verify-enrollment-page).

1.14 Taxpayer Identification Number/Federal Tax Identification Number

Taxpayer Identification Number (TIN) and Employer Identification Number (EIN) are defined as a nine-digit number that the IRS assigns to organizations. A completed W9 including valid TIN/EIN shall be furnished upon request within three (3) business days of written notification of award. (See https://www.irs.gov/pub/irs-pdf/fw9.pdf)

Section 2

2.1 Type of Contract

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

2.2 Compensation

Compensation will be based on a per diem rate. The payment rate for each placement type can be found in Section D.VIII.B of the MDCPS Policy Manual located at https://www.mdcps.ms.gov/mdcps-policy.

2.3 Purpose

MDCPS is seeking to establish a contract for a Technology Based Entrepreneurial Youth Conference. The Speak-Up! “Technology-based Entrepreneurial Youth Conference” is designed to provide youth in the custody of the Mississippi Department of Child Protection Services (MDCPS) with technology skills (Training and use of related technology) to build skills that will prepare youth for today and tomorrow. Tablet computers will be providing to each youth at the onset of the conference (Youth will own the tablet). Youth will also have access to other related
computer equipment and programs they will learn to use throughout the conference to work on their projects, which will allow youth to explore a variety of uses for technology. Youth will have an opportunity to sharpen their life skills through technology, youth empowerment and entrepreneurial workshops, as well as enjoy recreational activities throughout the 4-day conference. The independent contractor staff will work with MDCPS and the Jim Casey organization to develop content during the conference for a Youth Voices video for MDCPS to share with stakeholders. It is understood that any contract(s) resulting from RFQ No. 2019TEYC001 requires approval by MDCPS Commissioner/designee. Any contract resulting from RFQ No. 2019TEYC001 shall become effective when fully executed by all parties.

2.4 Scope of Services

Target Population/Target Number of Participants: The independent contractor will provide technology-based entrepreneurial services to youth in MDCPS custody ages fifteen (15) to eighteen (18). The target number of clients to be served will be approximately one hundred (100) youth dependent upon the number of youth available to attend.

- **Speak Up!** Technology-based Entrepreneurial Youth Conference will be held June 10-13, 2019 on the campus of a Mississippi college or university for approximately one-hundred (100) youth.
- Twenty-eight (28) MDCPS staff will provide supervision and training to participating youth.
- MDCPS will provide for two (2) registered nurses that will be contracted for the duration of the camp to administer medications prescribed to youth and assist in making medical decisions.
- The independent contractor will provide overnight lodging, required class/meeting room space, three (3) meals per day, and afternoon and evening snacks/water stations for both youth and twenty-eight (28) MDCPS staff participants.
- The independent contractor will provide needed materials for all youth technology, entrepreneurial, and empowerment workshops, as well as recreational activities.
- The independent contractor will provide a tablet computer and protective case, for 100 youth participants.
- The independent contractor will provide tablet computer technology instruction to include the following: Setting up tablet computer, tablet computer functionality.
- The independent contractor will provide interactive entrepreneurial workshops where students will use technology to learn, explore, design projects, build a business plan, learn how to market their product, film and edit their project for presentation to the large group. These activities will allow youth to feel empowered to manage their own futures.
- The independent contractor staff will work with MDCPS and the Jim Casey organization to develop content during the conference for a Youth Voices video for MDCPS to share with stakeholders.
- The independent contractor will provide independent living skill training in a variety of areas of employment, goal setting, establishing safe internet use, and social media etiquette.
- Activities will provide an inclusive environment for youth with special needs. When needed, MDCPS will make special arrangements to accommodate youth with physical
disabilities. If necessary, interpreters for youth with hearing and/or sight impairments, and/or language barriers will be provided for by MDCPS when knowledge of youth need is provided to MDCPS conference management staff at least 30 days prior to the conference to ensure that services are available.

- MDCPS will provide a one-hundred dollar stipend to youth who successfully complete computer camp.

The conference site and all activities will require prior approval by MDCPS Director of Youth Transition Support Services or assigned designees.

2.5 Term/ Renewal of Contracts

The term of the contract shall be for June 1, 2019 through May 31, 2020. The contract may be renewed at the discretion of MDCPS upon written notice to the independent contractor 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). The renewal options shall end on May 31, 2024.

Section 3

3.1 Insurance

The successful vendor shall maintain at least the minimum level of workers’ compensation insurance, comprehensive general liability or professional liability insurance, with minimum limits of $1,000,000.00 per occurrence. All workers' compensation insurance, comprehensive general liability, professional liability 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 upon request within three (3) business days of written notification of award. 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

- Applicant shall have five (5) or more years of experience providing computer based entrepreneurial skills training to at-risk youth.

- Applicant shall have five (5) or more years of experience conducting youth conferences for at-risk youth in the State of Mississippi.

- Applicant shall possess a state issued teaching license.
• Applicant shall hold United States Department of Justice clearance.

4.3 Statement of Qualifications/Application Submission Requirements

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

• Table of Contents;
• Completed and signed Statement of Qualifications/Application Cover Sheet (Attachment A);
• Signed Statement of Qualifications/Application Form provided (Attachment B);
• Required Letter of Intent acknowledgement email from contracts@mdcps.ms.gov;
• Completed and signed Acknowledgement of Amendment Form, if applicable (Attachment C);
• Statement of Qualification/Application Exception Summary Form (Attachment D);
• Acceptance of MDCPS Standard Terms and Conditions (Attachment E);
• Signed acceptance of MDCPS Licensing Requirements for Residential Child Caring; Agencies and Child Placing Agencies (Licensing Standards (Attachment F));
• Completed and signed Proprietary Information Form (Attachment G);
• Completed and signed Pre-Applicant’s Statement of Acknowledgement (Attachment H);
• Detailed description of past experience of technology-based entrepreneurial services with at-risk youth;
• Resume’ listing abilities, qualifications and experience of all individuals who will be assigned to provide the required services;
• Copy of valid state issued teaching license;
• Proof of United States Department of Justice clearance;
• Required number of references provided (Attachment I);
• A budget narrative including an itemized list of all expenditures for the services and activities covered by the Application with no additional or hidden fees (Attachment M);
• Applicant's financial statement for previous fiscal year;
• Plan to ensure that all requests are being met and that the Applicant is able to identify and resolve problems which occur;
• Method(s) for estimating and documenting personnel hours spent by staff on program activities to be sure they are sound and fair; (Personnel, equipment, facilities, to perform the services currently available or demonstrated to be made available at the time of contracting);
• Documentation of understanding the importance of interacting with the appropriate MDCPS staff and presenting a plan to do so appropriately; and

• Identification of in-house resources vs. contracted resources.

**Identifying information that would require the identity of the Applicant should be marked in a separate package from the application and shall be marked as an exhibit to separate from other sections of the application. Identifying information includes applicant’s name, address or any other information that would identify the applicant.**

Additional submission requirements include:
Mailing or hand delivering one (1) original and five (5) copies of the Statement of Qualifications/Application in accordance with Section 1.2 shall be submitted in a sealed envelope or package to 750 North State Street, Jackson, MS 39205. The original and five (5) copies of Statement of Qualifications/Application must be marked “ORIGINAL AND FIVE COPIES WITH IDENTIFIABLE EXHIBITS”. Sealed Statement of Qualifications/Application should be labeled as follows:

Request for Qualifications for Technology Based Entrepreneurial Youth Conference  
RFQ No. 2019TEYC001  
ORIGINAL AND FIVE COPIES WITH IDENTIFIABLE EXHIBITS  
APPLICATION DEADLINE: April 9, 2019, 12:00 p.m., Central Time  
OPENING DATE: April 9, 2019, 1:00 p.m., Central Time  
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 immediately rejected, shall not be considered for award and Applicants shall be notified as soon as practicable of late application. The time and date of receipt by MDCPS will be indicated on the envelope or package by MDCPS staff.
- 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 9, 2019, 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.

4.3.1 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.

4.3.2 Responsive Applicant
Applicant must submit a qualification which conforms in all material respects to this RFQ No. 2019TECY001 as determined by MDCPS.

4.3.3 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.

4.4 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.

Evaluation Procedure

4.4.1 Evaluation Factors

The MDCPS reserves the right to accept, reject, or negotiate any or all offers on the basis of the evaluation criteria contained within this document. The final decision to execute a contract with any party rests solely with the MDCPS Commissioner.

Statement of Qualifications/Applications submitted by the specified time and containing requirements described in Section 4.3 the shall be evaluated by an Evaluation Committee selected by the MDCPS. The specific criteria that will be used in evaluating the merits of the qualifications are listed below. The criteria are weighted to yield a total of 100 points and shall include the following:

Technical Factors (Proposed Methodology) - 20 Points

1. Applicant includes evidence of ability to perform the services as reflected by technical training and education, general experience, specific experience in providing the required services, and the qualifications and abilities of personnel proposed to be assigned to perform the services. Applicant indicated use of innovative technology and techniques provided.

Cost Factors -20 points

1. Applicant includes a narrative that relates funding needs to the operation of individual activities. Sufficient detail within each line item of expenditure and each activity shall be used to clearly explain the funding needs of the operation. Each major budget category shall be justified with detail about how the funds will be used.
2. Applicant includes indirect cost plan agreement
3. Applicant includes quality control and assurance programs
4. Applicant's financial stability and strength: Does the offeror have sufficient financial resources to meet its obligations?

**Price - 35 points**
Price is objectively scored in accordance with the Formula for Evaluating Price (See Attachment N).

**Management Factors - 25 Points**

1. Applicant’s approach to the management of the program and ability to keep the program on target and to ensure that the requested services are provided;
2. Applicant’s control of the program to ensure that all requests are being met and that the Applicant is able to identify and resolve problems which occur;
3. Applicant’s methods for estimating and documenting personnel hours spent by staff on program activities to be sure they are sound and fair; (Personnel, equipment, facilities, to perform the services currently available or demonstrated to be made available at the time of contracting)
4. Applicant’s understanding of the importance of interacting with the appropriate MDCPS staff and presenting a plan to do so appropriately.
5. To what extent does the offeror rely on in-house resources vs. contracted resources
6. Current financial position and cash flow of the Applicant and evidence that the Applicant has a history of financial solvency.

**TOTAL 100**

Discussions may be conducted with Applicants who submit qualifications determined to be reasonably susceptible of being selected for award. Likewise, MDCPS also reserves the right to accept any applications as submitted for contract award, without substantive negotiation of proposed terms, services or prices. For these reasons, all Applicants are advised to propose their most favorable terms initially.

Awards shall be made to the responsive and responsible Applicant whose application is determined to be the most advantageous to the State, taking into consideration all the evaluation factors set forth in Section 4.4.1.

**Statement of Qualifications/Application Evaluation Committee**

An evaluation committee will be selected to evaluate and rate Applications. Prior to evaluations, a list of all Applicants will be presented to the committee for conflict of interest certification purposes. This list shall only include the name of the Applicant without any corresponding identifying information which would affect the blind evaluation of factors not requiring knowledge of the name of the Applicant. Each individual participating in the evaluation shall execute a statement certifying that he or she does not have a conflict of interest.
If the designated person reveals the names of Applicants and the corresponding identifying information before such time, the procurement process shall be terminated and the application resolicited. Members of the committee will be from pertinent MDCPS programmatic and administrative personnel and/or other professional staff and consultants may also assist in the evaluation process. The committee will review each Applicant’s qualification in order to determine if the application sufficiently addresses all of the RFQ requirements and that the Applicant has developed a specific approach to meeting each requirement.

**The committee will evaluate technical and cost factors with no knowledge of the names of the Applicants.**

### 4.5 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.

### 4.6 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 I (Responsive):** During this phase of the review process, all Statement of Qualifications/Applications received will be reviewed to determine if it is responsive based on the following mandatory requirements:

- Proposal submission deadline met;
- Table of Contents;
- Required format followed (typed, indexed and numbered);
- Required number copies of provided;
- Required Letter of Intent Acknowledgement email from contracts@mdcps.ms.gov;
- Completed and signed Acknowledgement of Amendment Form, if applicable (Attachment C);
- 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 three (3) business days of written notification of award. Sole proprietors are not required to register with Mississippi Secretary of State.

Each application that is determined incomplete may be declared non-responsive and may be rejected with no further evaluation. The Office of Contracts and Procurement may request clarifications from the Applicant(s) in order to determine if they may advance to Phase II. Applicants that are determined to have complied will continue to Phase II, while Applicants that are determined to be non-responsive will be notified in writing of such determination.
Applicants who do not move to Phase II will be promptly notified in writing (which may include electronic mail).

**Phase II (Evaluation):** During this phase of the review process, all remaining Statement of Qualifications/Applications will be reviewed by the Evaluation Committee to determine responsibility; i.e., whether the minimum Applicant requirements of this RFQ have been met. Each Statements of Qualification/Application will be scored using the evaluation factors referenced in Section 4.4.1. Applicants that have received a minimum aggregate score of 40 and who received a minimum aggregate score of “6” from two references (total of “12” points) to be considered responsible and for its application to be considered. These Applicants will continue to the Phase III, while Applicants that are not determined to be responsible will be notified in writing of such determination. The aggregate score will be added to the 35 points for price.

Applicants who do not move to Phase III will be promptly notified in writing (which may include electronic mail).

**Phase III (Selection):** After the Evaluation Committee has completed the evaluation of the qualifications, a summary report including all evaluations will be submitted to the MDCPS Commissioner and appropriate Deputy Commissioner. The MDCPS Commissioner will make the final decision regarding the winning applications. The winning application(s) must have a minimum average score of 75 points.

### 4.7 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

Agencies are encouraged to exchange information with vendors in an effort to build and strengthen business relationships and improve the procurement process between vendors and the State. To further this effort, agencies shall establish vendor debriefing procedure(s) and inform vendors at the time of procurement of the right to request a debriefing and the deadline to file a request. At a minimum, debriefing should occur before expiration of the protest period, within three (3) business days after the vendor request and prior to submission of the contract packet to the PPRB. Agencies shall submit with the contract approval request, documentation signed by their agency head or his or her designee, reporting the number of vendor debriefings requested and conducted. This information may be included as part of the protest correspondence required in Section 7-113 (Protest of Solicitations or Awards).
5.2 Protest of Solicitations of Awards

(a) Interested Party means an actual or prospective bidder or offeror that may be aggrieved by the solicitation or award of a contract, or by the protest.
(b) Protestor means any actual or prospective bidder or offeror who is aggrieved in connection with the solicitation or the award of a contract and who files a protest.
(c) Special Assistant Attorney General shall mean the individual assigned by the Attorney General to provide legal assistance to the Department of Finance and Administration.

Agencies shall submit, with their contract approval request, documentation signed by their Executive Director, Agency Head, or his or her designee certifying that adequate time (at least seven (7) calendar days after issuing the award) to protest has been given to all prospective contractors and that no protest or potential protests are known to the agency or any agency employees. If a protest is known, the agency shall resolve the protest prior to the scheduled PPRB Board meeting. In the contract submission packet, the agency shall include a Protest Memo which discloses the subject matter of the protest, states whether the protest has been resolved, and explains the agency’s internal procedure for reviewing protests and describes how the agency plans to or made the final determination concerning the protest.

5.3 Statement of Qualification/Application Exceptions

Applicants taking exception to any part or section of the solicitation shall indicate such exceptions on the Statement of Qualification/Application Exception Summary Form (Attachment D). Failure to indicate any exception will be interpreted as the applicant’s intent to comply fully with the requirements as written. Conditional or qualified bids, unless specifically allowed, shall be subject to rejection in whole or in part.

5.4 Required Contract Terms and Conditions

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

5.5 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.

5.6 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.
ATTACHMENT A

Statement of Qualifications/Application Cover Sheet

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

Date Submitted:____________________

Applicant Organization Information:

Name of Organization:______________________________________________________________

Mailing Address:_________________________________________________________________

Authorized Official:________________________________________________________________

Phone: (___)_________________ Email:___________________________________________

TIN/EIN # (if company, corporation, or partnership): _____________________________
DUNS No.: _________________________

Contact Person for Applicant:

Name:__________________________________________________________________________
Title:__________________________________________________________________________

Phone: (___)_________________ Email:___________________________________________

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. *(Required)*

______________________________________________________________________________
______________________________________________________________________________
______________________________________________________________________________

If your company is not physically located in the region, how will you supply the services outlined in the RFQ? If not applicable, please indicate “N/A”*(Required)*

______________________________________________________________________________
______________________________________________________________________________
______________________________________________________________________________

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

________________________________________

________________________________________

________________________________________

Describe current financial position and cash flow of the applicant and evidence that the applicant has a history of financial solvency. *(Required)*

________________________________________

________________________________________

________________________________________

Describe any contract terminations or non-renewals within the past ten (10) years. *(Required)*

________________________________________

________________________________________

________________________________________

Describe any specific services which your company offers along with any innovative technology and techniques, specialized experience, certification, and/or education of your current staff. *(Required)*

________________________________________

________________________________________

________________________________________

*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. 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
ATTACHMENT B

Statement of Qualification/Application Form

Categories of Services to be provided. Applicant must mark category for which they wish to be considered. (CHECK ONLY ONE) Please utilize one Statement of Qualification/Application Form per distinct service if applying for more than one placement type as indicated in Section 1.2.

◦ Technology-based Entrepreneurial Youth Conference

Contract Rate Schedule

The total amount for these services is $____________________.

<table>
<thead>
<tr>
<th>Description</th>
<th>Unit Price</th>
<th>Quantity</th>
<th>Total</th>
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</thead>
<tbody>
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</table>

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 Signature
ATTACHMENT C

Acknowledgement of Amendment to RFQ No. 2019TEYC001

I, _______________________, acknowledge that RFQ No. 2019TEYC001 has been amended on
Authorized Official’s Name
_________________ 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 of Company

_______________________________________________________ (No stamped signature)
Authorized Official’s Typed Name/Title

Signature of Authorized Official                      Date

This acknowledgement should be enclosed in accordance with the instructions located in
Section 1.12 of this RFQ.
ATTACHMENT D

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.

<table>
<thead>
<tr>
<th>RFQ Reference</th>
<th>Applicant Qualification Reference</th>
<th>Brief Explanation of Exception</th>
<th>MDCPS Acceptance (sign here only if accepted)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Reference specific outline point to which exception is taken</td>
<td>Page, section, items in Applicant’s qualification where exception is explained</td>
<td>Short description of exception being made</td>
<td></td>
</tr>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
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<tr>
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<tr>
<td>7</td>
<td></td>
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<td></td>
</tr>
</tbody>
</table>
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. (See Attachment K);

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 technology based entrepreneurial services to at-risk youth.

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 qualification, 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 application 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 application.

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 Mississippi Personal Service Contract Review Board Rules and Regulations.
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 RFQ may be cause for rejection of applications.
ATTACHMENT F

Mississippi Department of Child Protection Services

Pre-Applicant’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 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 applications.

Name____________________________________________________________________

________________________________________
Signature of Authorized Official/ Title Date

________________________________________
Name of Organization
ATTACHMENT G

Proprietary Information Form

Did the Applicant submit any information to the MDCPS for the RFQ No. 2019TEYC001 which contained trade secrets or other proprietary data which the contractor wishes to remain confidential in accordance with Section 25-61-9 and 79-23-1 of the Mississippi Code?

Yes ________     No ________

If yes, please indicate which parts/pages below that the contractor wishes to designate as proprietary.

1.  
2.  
3.  
4.  
5.  

________________________________________________________ (No stamped signature)

Signature of Authorized Official/ Title    Date

__________________________________________

Name of Organization
ATTACHMENT H

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:_____________________________________________________________
Description of services including start and end dates
PROFESSIONAL REFERENCES

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:____________________________________________________________

Description of services including start and end dates
PROFESSIONAL REFERENCES

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:________________________________________________________________
Description of services including start and end dates

Applicant must submit at least three (3) references for contracts of similar size and scope, including at least two (2) references for current contracts or those awarded during the past three (3) years. Applicant may submit as many references as desired by submitting as many additional copies of Attachment H, Professional 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 are available for interview. MDCPS staff must be able to contact two (2) references within two MDCPS business days of application opening for applicant to be considered responsible.
ATTACHMENT I

Reference Score Sheet

TO BE COMPLETED BY MDCPS STAFF ONLY

**LOCATION (city, county, region or statewide):**

<table>
<thead>
<tr>
<th>LOCATION (city, county, region or statewide):</th>
<th>[______________________________]</th>
</tr>
</thead>
</table>

Applicant Name: ____________________________________________________________

Reference Name: ____________________________________________________________

Spoke to: _________________________________________________________________

Score: ___________________________________________________________________

<table>
<thead>
<tr>
<th><strong>Able to provide technology based entrepreneurial services to youth in a timely manner?</strong></th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th><strong>Satisfied with technology based entrepreneurial services to youth provided? If no, please explain.</strong></th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th><strong>Applicant easy to work with?</strong></th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th><strong>Applicant listened when you had an issue and readily offered a solution? If never an issue, please check here_____.</strong></th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th><strong>Applicant provided technology based entrepreneurial services to youth when needed?</strong></th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th><strong>Would you enter into a contract with them again?</strong></th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th><strong>Would you recommend?</strong></th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
</table>

Each “yes” is one point; each “no” is zero points. Applicant must have a minimum score of “6” from two references (total of “12” points) to be considered responsible and for its application to be considered.

<table>
<thead>
<tr>
<th><strong>Do you have any business or professional interest in the applicant’s organization? If yes, please explain.</strong></th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
</table>

Called by: __________________________________________________________________

Date/Time: __________________________________________________________________
ATTACHMENT J

REQUIRED LETTER OF INTENT

Organization Name

Address

City, State, Zip Code

Leigh Washington, RFQ Coordinator
Mississippi Department of Child Protection Services
750 North State Street
Jackson, MS 39205

Dear Leigh Washington:

This letter confirms our intent to submit a proposal pursuant to RFQ No. 2019TEYC001.

_____________________ service area includes_____________________________. Also, in compliance with the requirements of the letter of intent, _________________________________ Organization Name

submits the following information on or before deadline of March 29, 2019, 3:00 p.m., Central Time:

Contact Person’s Name: __________________________________________________________________

Contact Person’s Title: ___________________________________________________________________

Phone Number: _________________________________________________________

Fax Number: ___________________________________________________________________________

TIN/EIN: ___________________________________________________________________________

DUNS Number: _______________________________________________________________________

Physical Address: _____________________________________________________________________

Authorized Official’s Email Address: ____________________________________________________

Thank you for your consideration.

Sincerely,

Authorized Official
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 both parties hereto.

6. **Renewal of Contract:** The contract may be renewed at the discretion of MDCPS upon written notice to Independent Contractor 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 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 application.

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 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
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-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 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. 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 701E, Jackson, Mississippi 39201 for inspection, or downloadable at http://www.DFA.ms.gov.

29. 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.

30. 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.

31. 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.

32. **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.

33. **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.

**MISSISSIPPI DEPARTMENT OF CHILD PROTECTION SERVICES**

By: ______________________________                      By: ______________________________
Authorized Signature                                                    Authorized Signature

Printed Name: Jess H. Dickinson
Commissioner

**INDEPENDENT CONTRACTOR’S NAME**

By: ______________________________
Authorized Signature

Printed Name:_________________________

Title:________________________________
ATTACHMENT L

2nd Modified Mississippi Settlement Agreement and Reform Plan

(See Mississippi Department of Child Protection Services Website)

https://www.mdcps.ms.gov/olivia-y-lawsuit/
**For Illustrative Purposes Only**

**ATTACHMENT M**

Budget Narrative

*Must include an itemized breakdown of the above-referenced budget categories and explain how each line item was calculated. All pricing should be based on contract deliverables in Section 2.4 and include all associated costs with no additional or hidden fees.*

The Budget Narrative is used by contractors to provide a complete description of each item of cost under each budget category for each budget activity under the contract. The budget narrative shall include any relevant information necessary to describe the item of cost, or the source of funding the cost, or the method of allocating the cost to the contract and/or budget activity. Description of Item and Basis for Valuation or Cost: Enter a brief description of each line item and the basis for valuation of the item or cost. Each position authorized under salaries and wages, and each item under fringe benefits or equipment shall be specifically identified. For example:

I. Administration Budget Activity

Salaries  Project Director - This position handles the administrative functions involved in running the four locally operated day care centers. The ratio of children eligible under this contract to the total children served at each center is 25%, which will be used to allocate shared costs. Full-time position, 25% of time at $25,650 per year  $6,412.50

  Secretary/Bookkeeper – This position maintains all records for the day care centers. Full-time position, 25% of time at $13,960 per year  $3,490.00

  Total Administration Salaries  $9,902.50

Fringe Benefits  FICA - 7.65% of gross salaries   Workmen’s Compensation - 3% of gross salaries   Health Insurance - $120 per mo. per employee for 12 mos.

  x 25%  $757.54  $297.08  $720.00

  Total Administration Fringe Benefits  $1,774.62

Travel  Project Director is anticipated to visit day care sites at least quarterly. Mileage estimated at 600 miles x $0.51 per mile x 25%   In-Service Training (2 sessions at $240 each x 25%)  $76.50  $120.00

  Total Administration Travel  $196.50

Commodities  Office Supplies - Paper, pens, calculator tape, etc. $200 x 25%   Office Furniture - Secretarial Desk at $300 and Chair at $100 x 25%  $50.00  $100.00

  Total Administration Commodities  $150.00

I. Administration Budget Activity (continued)

Indirect Costs  The organization-wide indirect cost rate agreement distributes all general administrative costs and central office facilities cost based on the total amount of direct salaries and fringe benefits of full-time employees. The approved indirect cost rate is 7% x Admin. Salaries - $9,902.50 + Fringe Benefits $1,774.62
Total Indirect Costs $ 817.40

Total for the Administration Budget Activity $12,841.02

II. Child Day Care Budget Activity

Salaries 4 Day Care Supervisors at $20,000 per year -$ 80,000 x 25% $20,000.00
12 Day Care Teachers at $17,000 per year -$204,000 x 25% $51,000.00
12 P-T Teachers Aides at $7.50/hr x 5 hrs per day x 260 x 25% $29,250.00
Total Salaries $100,250.00

Fringe Benefits FICA - 7.65% of gross salaries $7,669.13
Workmen’s Compensation - 3% of gross salaries $3,007.50
Health Insurance - $120/ mo. x 12 mos. x 16 F-T employees x 25% $5,760.00
Total Fringe Benefits $16,436.63

Travel Mileage to attend in-service training at central office twice per year for each Day Care Supervisor 500 miles x 4 x $0.51 x 25% $255.00
In-Service Training for 16 full-time employees (2 sessions at $240 each x 25%) $1,920.00
Total Travel $2,175.00

Contractual Services Software - License agreements for the use of new software applications necessary to effectively operate each of the four child care centers, including:
Office management programs $200 x 4 x 25% $200.00
Curriculum and training programs $300 x 4 x 25% $300.00
Utilities for each of the four (4) child care centers, including:
Telephone service - 4 centers x $80 per month x 12 months x 25% $960.00
Electricity - 4 centers x $200 per month x 12 months x 25% $2,400.00
Water/Sewer - 4 centers x $50 per month x 12 months x 25% $600.00
Total Contractual Services $4,460.00

II. Child Day Care Budget Activity (Continued)

Commodities Art Supplies (4 centers @ $100 per year x 25%) $100.00
Paper Supplies - towels, tissues, diapers, etc. (4 centers @ $600 per year x 25%) $600.00
Replacement furniture:
64 chairs @ $25.00 each x 25% $400.00
16 small tables @ $50.00 each x 25% $200.00
Total Commodities $1,300.00

Capital Outlay-
Equipment Four (4) Commercial grade Refrigerators (one at each location) at $2,000 each x 25% $2,000.00
One color printer at $300 x 25% $75.00
Total Capital Outlay - Equipment $2,075.00

Capital Outlay -
Other Use Allowances for compensation for the use of the four child care center buildings based on the acquisition cost of the buildings and computed at an annual rate not exceeding two percent (2%) of the acquisition cost, as follows:

1. Center A at $52,000 acquisition cost x 2% use allowance x 25% $260.00
2. Center B at $60,000 acquisition cost x 2% use allowance x 25% $300.00
3. Center C at $64,000 acquisition cost x 2% use allowance x 25% $320.00
4. Center D at $110,000 acquisition cost x 2% use allowance x 25% $550.00

Total Capital Outlay - Other $1,430.00

Total for the Child Day Care Budget Activity $128,126.63

Total: $140,967.65
### Formula for Evaluating Price

<table>
<thead>
<tr>
<th>Company</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Company A</td>
<td>$150,000</td>
</tr>
<tr>
<td>Company B</td>
<td>$160,000</td>
</tr>
<tr>
<td>Company C</td>
<td>$180,000</td>
</tr>
</tbody>
</table>

**Company A** is the lowest applicant; therefore, the total evaluation points for price = 35.