



# Request for Qualifications

## *Instructor Services*

RFQ# 2017-01

Mississippi State Personnel Board  
210 East Capitol Street, Suite 800  
Jackson, MS 39201

Contact: Brittany Martin  
[mspb.communications@mspb.ms.gov](mailto:mspb.communications@mspb.ms.gov)

Date: February 9, 2017

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# Request for Qualifications for Instructor Services

## Section 1 – Background

The Mississippi State Personnel Board (hereinafter “MSPB”) is the central personnel agency for the State of Mississippi. The vision of the agency is to ensure a quality workforce for the State of Mississippi. The Office of Workforce Development is the division within MSPB responsible for delivering leadership, management, and professional development courses designed to equip public sector workers with the skills needed to serve the citizens of Mississippi. These courses are offered as stand-alone courses as well as part of MSPB’s certification programs including the nationally accredited Certified Public Manager® Program, the Human Resources Certification Program, the Administrative Services Certification Program, and the Basic Supervisory Course. MSPB also provides employment law and human resource compliance courses. A list of courses currently provided by MSPB may be found on our website at <http://www.mspb.ms.gov>.

## Section 2 – Purpose

MSPB is soliciting Statement of Qualifications/Applications from licensed attorneys with past public sector (state and/or federal) legal experience in employment law, for the purpose of establishing a list of qualified instructors to administer the employment law and human resources compliance course training programs offered by MSPB through the Office of Workforce Development.

## Section 3 – Timeline

Request for Qualifications (RFQ) Issue Date:	<b>February 9, 2017, 5:00 PM CST</b>
Questions and Requests for Clarification to MSPB Deadline:	<b>February 21, 2017, 5:00 PM CST</b>
Optional Pre-Conference Course Audit:	<b>February 23, 2017, 8:15 AM CST or 12:45 PM CST</b>
Anticipated Posting of Written Answers to Questions: Statement of Qualifications/Application Submission Deadline:	<b>February 23, 2017, 5:00 PM CST</b>
Statement of Qualifications/ Application Opening:	<b>March 2, 2017, 9:00 AM CST</b>
Anticipated Presentation Schedule:	<b>March 2, 2017, 10:00 AM CST</b>
	<b>March 6, 2017 through</b>
	<b>March 16, 2017</b>
Anticipated Date of the Notice of Intent to Award:	<b>March 21, 2017, 5:00 PM CST</b>

## Section 4 – Minimum Qualifications

Instructors are required to possess the following minimum qualifications:

- A minimum of one (1) year of professional experience practicing as a licensed attorney in the public sector (state and/or federal) in the area of employment law;
- Strong interpersonal and presentation skills;
- Strong oral and written communication skills; and,

- Proficiency with Microsoft Office, including presentation software such as PowerPoint, and the skills and ability to draft course curriculum and progress measurement tools.
- Must be licensed to practice law in the State of Mississippi.
- Must be active and in good standing with the Mississippi Bar Association. (MSPB reserves the right to request certification on a case-by-case basis)

## **Section 5 – Services Provided by Instructors**

Instructors provide services including, but not limited to:

- Presenting existing material for adult learners;
- Leading and facilitating group discussion about topics covered in the courses;
- Providing a classroom environment where adult learners can apply concepts and skills to their current jobs;
- Working with MSPB staff and other instructors to assess the effectiveness of curriculum and instructional methods; and,
- Creating and/or revising curriculum to address changing needs of state workers.

Instructors are independent contractors and are not employees of MSPB or the State of Mississippi.

## **Section 6 – Optional Pre-Conference Course Audit**

An optional pre-conference course audit will take place February 23, 2017 at 8:15 AM, CST and 12:45 PM, CST at Mississippi State Personnel Board, 210 East Capitol Street, Suite 200, Jackson, Mississippi 39201. At 8:15 a.m. interested applicants may audit a Human Resources Certification Program Level II course on State Personnel and Federal Regulations; Title VII. At 12:45 p.m. interested applicants may audit courses concerning Conducting Administrative Investigations and Injury/Illness/Leave Administration.

## **Section 7 – Statement of Qualifications/Application Submission Requirements**

The Statement of Qualifications/Application package must be sealed and must contain the following:

- Statement of Qualifications/Application Cover Sheet (**Attachment A**).
- Resume or curriculum vitae indicating the applicant's education and work experience;
- Detailed description of past public sector (state and/or federal) legal experience in employment law;
- Notification as to whether the individual is a retiree from Mississippi government and receiving benefits from the Public Employees' Retirement System of Mississippi (PERS);
- Statement of Qualifications/Application Form (**Attachment B**) – At the top of the form, the applicant should indicate the category or categories of training for which he or she qualifies and is applying (may apply/qualify for more than one category where applicable). The Instructor Services Contract Rate Schedule **MUST** be accepted as indicated by the applicant's signature. This will be a firm-fixed price contract. Failure to complete and/or

sign the Statement of Qualifications/Application form may result in applicant being determined non-responsive.

- References (**Attachment C**) – Each applicant must furnish a listing of **at least** one (1) professional reference along with the information requested on the Reference Form for each. These references must be familiar with the applicant’s abilities in the areas involved with this solicitation. MSPB will use these references to assist in determining the applicant’s ability to perform the services. It is the responsibility of the applicant to ensure that the reference contact information is correct and current. Applicants should verify before submitting their Statement of Qualifications/Application package that the contact person and phone number are correct for each reference. **MSPB must be able to reach one (1) reference for an applicant within two (2) business days of Statement of Qualifications/Application opening to be considered responsive. Further, the applicant must score a minimum of four (4) points on the Reference Score Sheet which will be used by MSPB staff when interviewing the reference (for a total minimum scoring requirement of four (4) points) to be considered responsive and/or responsible. (See Attachments C and D.)** Only applicants who are found responsive and responsible will have their Statement of Qualifications/ considered. Applicants may submit as many references as desired. MSPB will begin contacting references at the top of the list and will continue down the list until they have completed a Reference Score Sheet for one (1) reference. After one (1) score sheet is completed, MSPB staff will stop the reference check process.

Additional submission requirements include:

- The original and one copy of the Statement of Qualifications/Application package must be signed and submitted in a sealed envelope or package to 210 East Capitol Street, Suite 800, Jackson, MS 39201 no later than **9:00 AM CST, Thursday, March 2, 2017**. The original Statement of Qualifications/Application must be marked “ORIGINAL”. All documents contained in the original Statement of Qualifications/Application package 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:

**Request for Qualifications for Instructor Services  
RFQ No. 2017-01 Opening Date: March 2, 2017, at 10:00 AM CST  
Mississippi State Personnel Board  
Attention: Brittany Martin, Director of Communications  
210 East Capitol Street, Suite 800  
Jackson, MS 39201  
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 MSPB will be indicated on the envelope or package by MSPB staff.

- Each page of the Statement of Qualifications/Application form and all attachments must be identified with the name of the applicant.
- MSPB 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. §§ 25-61-1 *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 MSPB no later than **9:00 AM CST, Thursday, March 2, 2017**. Statement of Qualifications/Applications submitted via facsimile (faxes) or email **will not** be accepted. It is suggested that if a Statement of Qualifications/Application is mailed to MSPB, it should be posted in certified mail with a return receipt requested. MSPB will not be responsible for mail delays or lost mail.

## **Section 8 – Basis for Selection**

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 four-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;
- Required format followed;
- Required number of copies along with the original Statement of Qualifications/Application provided;
- Signed Statement of Qualifications/Application Cover Sheet provided;
- Responsiveness to the questions contained on the Statement of Qualifications/Application Cover Sheet;
- Required Statement of Qualifications/Application Cover Letter provided;
- Resume or Curriculum Vitae provided;
- Signed Statement of Qualifications/Application Form provided;
- Required number of references provided;
- Acceptance of all Standard Terms and Conditions; and
- Signed Acknowledgement of RFQ Amendments (if amendments have been posted) provided.

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 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 D**) from reference interviews by MSPB 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 notified of such determination.

**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 previous public sector (state and/or federal) legal experience in employment law, 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 Sheet (**Attachment E**). The highest scoring applicants in each of the following categories (must have a minimum score of 80) will continue to the next phase as outlined below:

Applicants who are not moved forward to the next phase will be timely notified.

**Phase 4:** During this phase of the review process, the remaining applicants will be invited to present a live twenty minute training session using Microsoft PowerPoint software at Mississippi State Personnel Board, 210 East Capitol Street, Suite 200, Jackson, Mississippi 39201. This presentation will be given before a live adult audience, including members of the review committee. Other MSPB staff may be present and may interact with the applicant by asking questions, etc. The subject of the applicant's presentation should be based on Mississippi state employment laws and/or regulations and/or federal employment laws and regulations. The purpose of this presentation is to assess the applicant's qualifications with regard to interpersonal, presentation, and communication skills, as well as proficiency with certain computer software.

Each applicant's presentation will be scored by the review committee based upon the criteria listed on the Evaluation Criteria for Phase 4 Sheet (**Attachment F**). The applicants who receive a minimum score of 80 or higher will be selected for the Qualified Instructor List. MSPB may contract with these applicants to provide instructor services for MSPB; **however, selection of an applicant for the list does not guarantee that a contract will be entered into with that applicant or that services will be utilized. Contracts will be awarded based upon the need and demand for the instructor services to be provided.**

## **Section 9: MSPB Contact and Questions/Requests for Clarification**

- All questions and requests for clarification must be directed by **email** to:

**Brittany Martin, Communications Director**

## **Mississippi State Personnel Board**

Email: [mspb.communications@mspb.ms.gov](mailto:mspb.communications@mspb.ms.gov)

- Questions and requests for clarification must be submitted via email by the deadline reflected in Section 3.
- All questions and answers will be published on the MSPB website (<http://www.mspb.ms.gov>) in a manner that all applicants will be able to view by the date and time reflected in Section 3.
- MSPB will not be bound by any verbal or written information that is not contained within this RFQ unless formally noticed and issued by the contact person.
- Should an amendment to the RFQ be issued, it will be posted on the MSPB website (<http://www.mspb.ms.gov>) in a manner that all applicants will be able to view. Furthermore, applicants must acknowledge receipt of any amendment to the solicitation by signing and returning the amendment with the Statement of Qualifications/Application package, by identifying the amendment number and date in the space provided for this purpose on the Statement of Qualifications/Application form, or by letter. The acknowledgment must be received by MSPB by the date, time, and at the place specified for receipt of Statement of Qualifications/Applications. It is the applicant's sole responsibility to monitor the website for amendments to the RFQ.

### **Section 10 – Duration**

The anticipated term of any contract with an applicant selected for the Qualified Instructor List is tentatively April 1, 2017 until June 30, 2018, with three (3) optional one-year renewals. Renewals will be determined annually and will be contingent upon successful completion of services under the preceding year's contract, a performance-based evaluation, and MSPB's need for continuation of the services.

### **Section 11 – Removal from Qualified Instructor List**

Applicants added to the Qualified Instructor List may be removed from the list for cause by MSPB.

### **Section 12 – Applicant Certification**

The applicant agrees that submission of a signed Statement of Qualifications/Application form is certification that the applicant will accept a contract award made to him/her as a result of the submission.

### **Section 13 – Debarment**

By submitting an Statement of Qualifications/Application, the applicant certifies that it is not currently debarred from contracting with 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 so debarred.

### **Section 14 – Registration with Mississippi Secretary of State**

By submitting a response, the offeror certifies that, if required by law, it is registered to do business with the Mississippi Secretary of State or, if not already registered and required by law, that it will do so prior to entering into a contract with MSPB. The Mississippi Secretary of State does not register sole-proprietorships; therefore, if the applicant is a sole-proprietor, registration is not required and this section is not applicable.

### **Section 15 – Selection Notification**

Written notice of award shall be sent to all respondents.

### **Section 16 – Procurement Methodology**

- **Restrictions on Communication with MSPB Staff**

At no time shall any applicant or its personnel contact, or attempt to contact, any member of MSPB staff regarding this RFQ except the contact person as set forth in Section 8.

- **Cost of Preparing Statement of Qualifications/Application**

MSPB accepts no responsibility for any expense incurred by any applicant in the preparation and presentation of a Statement of Qualifications/Application. Such expenses, including any travel costs, shall be borne exclusively by the applicant.

- **Rejection of Statement of Qualifications/Application Packages**

A Statement of Qualifications/Application that includes terms and conditions that do not conform to the terms and conditions in this RFQ, including attachments, is subject to rejection as non-responsive. Further, submission of an Statement of Qualifications/Application form that is not complete and/or signed is subject to rejection as non-responsive. MSPB reserves the right to permit the applicant to withdraw nonconforming terms and conditions from its Statement of Qualifications/Application prior to a determination by MSPB of non-responsiveness.

- **Debriefing**

An applicant, successful or unsuccessful, may request a post-award debriefing, in writing, by U.S. mail or electronic submission. The written request must be received by the MSPB Director of Communications, within three (3) business days of notification of the

selection of the qualified instructors list. A post-award debriefing is a meeting and not a hearing; therefore, legal representation is not required. A debriefing typically occurs within five (5) business days of receipt of the request. If an applicant prefers to have legal representation present, the applicant must notify the MSPB Director of Communications in writing and identify its attorney by name, address and telephone number. MSPB will schedule and/or suspend and reschedule the meeting at a time when a representative of the Office of the Mississippi Attorney General can be present. For additional information regarding Post-Award Debriefing, as well as the information that may be provided and excluded, please see Section 7-114, Post-Award Vendor Debriefing, of the *Mississippi Personal Service Contract Review Board's Rules and Regulations*.

- **Protest of Award**

Any actual or prospective applicant who is aggrieved in connection with this solicitation or the outcome of this Request for Qualifications may file a protest with the Executive Director of the Mississippi State Personnel Board. The protest shall be submitted in writing by the following deadlines, whichever deadline runs first:

- within seven working days after such aggrieved person or entity knows or should have known of the facts giving rise thereto;
- within seven working days after the date of a letter from MSPB notifying the applicant that the applicant did not move forward in the selection process; or,
- within seven working days after the date of a letter from MSPB notifying the applicant of the applicants that were selected for the Qualified Instructor List.

All protests must be in writing, dated, signed by the applicant, and contain a statement of the reasons(s) for protest, citing the law(s), rule(s), regulations(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 applicant must provide facts and evidence to support the protest. A protest is considered filed when received by the MSPB Director of Communications via either U.S. Mail, postage prepaid, or by personal delivery. Protests filed after the deadline for same will not be considered.

## **Section 17 – Required Contract Terms and Conditions**

Any contract entered into with MSPB pursuant to an applicant being placed on the Qualified Instructor List will have the required clauses found in this document as Attachment G.

## **Section 18 – Attachments**

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

## **Section 19 – Mississippi State Personnel Board Website**

This RFQ, and questions and answers concerning this RFQ, will be posted on the MSPB website at <http://www.mspb.ms.gov>.

**Section 20 – Equal Opportunity Statement**

MSPB will select applicants pursuant to this RFQ without regard to political affiliation, race, color, handicap, genetic information, religion, national origin, sex, religious creed, age, or disability.

Name of Applicant: \_\_\_\_\_

**ATTACHMENT A**

**STATEMENT OF QUALIFICATIONS/APPLICATION COVER SHEET**

The Mississippi State Personnel Board is soliciting Statement of Qualifications/Applications from licensed attorneys with past public sector (state and/or federal) legal experience in employment law for the purpose of establishing a list of qualified instructors to administer the professional education programs offered by MSPB through the Office of Workforce Development.

Statement of Qualifications/Applications are to be submitted as listed below, on or before 9:00 AM CST, Thursday, March 2, 2017.

**PLEASE MARK YOUR ENVELOPE:**

**Request for Qualifications for Instructor Services  
RFQ No. 2017-01  
Opening Date: March 2, 2017, at 10:00 AM CST  
Mississippi State Personnel Board  
Attention: Brittany Martin, Director of Communications  
210 East Capitol Street, Suite 800  
Jackson, MS 39201  
SEALED STATEMENT OF QUALIFICATIONS/APPLICATION  
PACKAGE – DO NOT OPEN**

**Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City/State/Zip:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_

**Fax Number (optional):**  
\_\_\_\_\_

**E-Mail** \_\_\_\_\_

**Address:**

Name of Applicant: \_\_\_\_\_

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

How long have you been practicing law?

\_\_\_\_\_

How many years have you been practicing in the area of employment law?

\_\_\_\_\_

List all licenses, Continuing Legal Education courses and/or professional memberships that are applicable to performing the services required in this RFQ. \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Are you aware of any potential conflicts of interests with the Mississippi State Personnel Board and/or the Office of Workforce Development? If so, please describe them below. \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

What is your availability to instruct on an as needed basis? Please list any restrictions on scheduling. \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

What is your availability to travel to locations throughout the State to facilitate classes on an as needed basis? \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Name of Applicant: \_\_\_\_\_

**ATTACHMENT B**

**STATEMENT OF QUALIFICATIONS/APPLICATION FORM FOR INSTRUCTOR SERVICES**

Categories of services to be provided. **Applicant must mark each category for which he or she wishes to be considered.**

- Employment Law and Human Resources Policies

<b>Applicant</b>	<b>Telephone Number</b>	<b>Email Address</b>

<b>Instructor Services Contract Rate Schedule</b>	
<b>Instruction time</b>	<b>\$80 per hour</b>
<b>CPM project and writing assignment evaluation</b>	<b>\$50 per project/assignment</b>
<b>Coaching CPM participants</b>	<b>\$150 per participant</b>
<b>Myers-Briggs Type Indicator Assessment</b>	<b>\$80 per course</b>
<b>Curriculum updates/development</b>	<b>\$75 per hour</b>
<b>Travel costs</b>	<b>\$50 per hour travel time from city to city for classes scheduled in locations more than 30 miles from the instructor's residence</b>  <b>Actual lodging expense reimbursed with receipt up to \$125 per night for classes spanning 1.5 or more consecutive days</b>

By signing below, the applicant certifies that he/she has the authority to bind \_\_\_\_\_ (applicant), and further acknowledges and certifies:

Name of Applicant: \_\_\_\_\_

1. That he/she has thoroughly read and understands the Request for Qualifications and Attachments thereto;
2. That he/she meets all requirements and acknowledges all certifications contained in the Request for Qualifications and Attachments thereto;
3. That he/she agrees to all provisions of the Request for Qualifications and Attachments thereto including, but not limited to, the Required and Optional Clauses referenced in Sections 16 and 17 to be included in any contract resulting from this RFQ;
4. That he/she agrees to and will perform the services required at the prices indicated in the contract rate schedule, including travel costs;
5. That he/she can and will meet all required laws, regulations, and/or procedures related to confidentiality and represents that he/she is licensed, certified, and possesses the requisite credentials to perform instructor services.
6. **NON-DEBARMENT** – By submitting a Statement of Qualifications/Application, the applicant certifies that he/she is not currently barred from contracting with any political subdivision or agency of the State of Mississippi and that he/she is not an agent of a person or entity that is currently barred from contracting with any political subdivision or agency of the State of Mississippi.
7. **PROSPECTIVE APPLICANTS REPRESENTATION REGARDING CONTINGENT FEES** – The prospective applicant represents as a part of such applicant’s Statement of Qualifications/Application that such applicant has/has not (*please circle applicable word or words*) retained any person or agency on a percentage, commission, or other contingent arrangement to secure placement on the Qualified Instructor List.
8. **REPRESENTATION REGARDING CONTINGENT FEES** – The applicant represents that it has not retained a person to solicit or secure placement on the Qualified Instructor List upon an agreement or understanding for a commission, percentage, brokerage, or other contingent fee, except as disclosed in the applicant’s Statement of Qualifications/Application.
9. **REPRESENTATION REGARDING GRATUITIES** – The applicant represents that he/she has not violated, is not violating, and promises that he/she 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*.
10. The applicant acknowledges all amendments to the RFQ, if any [please provide amendment(s) number(s) and date(s)]:  
\_\_\_\_\_.

Applicant Name: \_\_\_\_\_

Name of Applicant: \_\_\_\_\_

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

***Note: Please be sure to circle the applicable word or words for number 7 (Prospective Applicant's Representation Regarding Contingent Fees). Failure to circle the applicable word or words and/or to sign the Statement of Qualifications/Application form may result in the Statement of Qualifications/Application being rejected as non-responsive. Modifications or additions to any portion of this Statement of Qualifications/Application document may be cause for rejection of the Statement of Qualifications/Application as non-responsive.***

Name of Applicant: \_\_\_\_\_

## ATTACHMENT C

### 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: \_\_\_\_\_

**Applicant may submit as many references as desired by submitting as many additional copies of Attachment C, References, as deemed necessary. References will be contacted in order listed until one (1) reference has 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 one (1) reference is available for interview. MSPB staff must be able to contact one (1) references within two (2) MSPB business days of Statement of Qualifications/Application opening for applicant to be considered responsive.**

Name of Applicant: \_\_\_\_\_

**ATTACHMENT D**

**REFERENCE SCORE SHEET**

**TO BE COMPLETED BY MSPB STAFF ONLY**

Certification: \_\_\_\_\_

Applicant Name:  
\_\_\_\_\_

Reference Name: \_\_\_\_\_

Spoke to: \_\_\_\_\_

Score: \_\_\_\_\_

Able to provide state and/or federal employment law legal services when you requested?	Yes	No
Satisfied with the legal services provided?	Yes	No
Demonstrated strong interpersonal and/or presentation skills?	Yes	No
Demonstrated strong oral and written communication skills?	Yes	No
Demonstrated past knowledge in public sector employment law?	Yes	No
Would you recommend?	Yes	No

Each “yes” is one point; each “no” is zero points. Applicants must have a minimum score of four from one reference (total of four points) to be considered responsible and for its Statement of Qualifications/Application to be considered.

Do you have any business or professional or personal interest in the applicant? If yes, please explain.	Yes	No
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Called by: \_\_\_\_\_

Date/Time: \_\_\_\_\_

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Name of Applicant: \_\_\_\_\_

**ATTACHMENT E**  
**EVALUATION CRITERIA – PHASE 3 SHEET**

<b>Evaluation Criteria – Phase 3</b>	<b>Points*</b>
Past employment law legal experience in the public sector (state and/or federal)	<b>100</b>

\*The points listed are the total maximum number of points an applicant can receive for each criterion.

Name of Applicant: \_\_\_\_\_

**ATTACHMENT F**  
**EVALUATION CRITERIA – PHASE 4 SHEET**

<b>Evaluation Criteria – Phase 4</b>	<b>Points*</b>
Ability to convey his or her knowledge of the topic	<b>15</b>
Ability to present information so that individuals could understand and learn	<b>20</b>
Ability to help individuals apply the principles covered to their job	<b>15</b>
Ability to convey an approachable manner with questions	<b>15</b>
Ability to involve participants and encourage interaction	<b>10</b>
Ability to use presentation software effectively	<b>15</b>
Ability to use examples that are applicable to public sector workers	<b>10</b>

\*The points listed are the total maximum number of points an applicant can receive for each criterion.

Name of Applicant: \_\_\_\_\_

## **ATTACHMENT G**

### **REQUIRED CONTRACT TERMS AND CONDITIONS**

#### **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. Contractor shall comply with applicable federal, state, and local laws and regulations.

#### **AVAILABILITY OF FUNDS**

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

#### **PROCUREMENT REGULATIONS**

The contract shall be governed by the applicable provisions of the Mississippi Personal Service Contract Review Board Rules and Regulations, a copy of which is available at 210 East Capitol, Suite 800, Jackson, Mississippi 39201 for inspection, or downloadable at <http://www.mspb.ms.gov>.

#### **COMPLIANCE WITH LAWS**

Contractor understands that the Mississippi State Personnel Board is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and Contractor agrees during the term of the agreement that Contractor will strictly adhere to this policy in its employment practices and provision of services. 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.

## **STOP WORK ORDER**

(1) Order to Stop Work: The procurement officer, may, by written order to Contractor at any time, and without notice to any surety, require 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 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, 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 procurement officer 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, Contractor shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or 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 Contractor's properly allocable to, the performance of any part of this contract; and,

(b) Contractor asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage; provided that, if the procurement officer 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.

## **REPRESENTATION REGARDING CONTINGENT FEES**

Contractor represents that it has not retained a person to solicit or secure a state contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in Contractor's bid or proposal.

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## **REPRESENTATION REGARDING GRATUITIES**

The bidder, offeror, 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.

## **ACKNOWLEDGMENT OF AMENDMENTS**

Bidders shall acknowledge receipt of any amendment to the solicitation by signing and returning the amendment with the bid, by identifying the amendment number and date in the space provided for this purpose on the bid form, or by letter. The acknowledgment must be received by the Mississippi State Personnel Board by the time and at the place specified for receipt of bids.

## **CERTIFICATION OF INDEPENDENT PRICE DETERMINATION**

The bidder certifies that the prices submitted in response to the solicitation have been arrived at independently and without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to those prices, the intention to submit a bid, or the methods or factors used to calculate the prices bid.

Note: The following clause shall be completed and conspicuously placed within the response bid or proposal.

## **PROSPECTIVE CONTRACTOR'S REPRESENTATION REGARDING CONTINGENT FEES**

The prospective Contractor represents as a part of such Contractor's bid or proposal that such Contractor has/has not (use applicable word or words) retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract.

## **E-PAYMENT**

Contractor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The agency agrees to make payment in accordance with Mississippi 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. Miss. Code Ann. § 31-7-305 (1972, as amended).

## **E-VERIFICATION**

If applicable, 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. Miss. Code Ann. §§ 71-11-1 et seq. (1972, as amended). 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

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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. 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, Contractor agrees to provide a copy of each such verification. 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 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 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 cancellations/termination, 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.

## **TRANSPARENCY**

This contract, including any accompanying exhibits, attachments, and appendices, is subject to the “Mississippi Public Records Act of 1983,” and its exceptions. See Miss. Code Ann. §§ 25-61-1 et seq., (1972, as amended) and Miss. Code Ann. § 79-23-1 (1972, as amended). In addition, this contract is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Miss. Code Ann. §§ 27-104-151 et seq. Unless exempted from disclosure due to a court-issued protective order, a copy of this executed contract is required to be posted to the Department of Finance and Administration’s independent agency contract website for public access at <http://www.transparency.mississippi.gov>. Information identified by 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.

## **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 Contractor’s choice. The State may, at its sole discretion, require Contractor to electronically submit invoices and supporting documentation at any time during the term of this Agreement. Contractor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.

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## **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.

## **TERMINATION FOR CONVENIENCE**

(1) Termination. The Agency Head 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 Agency Head or designee shall give written notice of the termination to Contractor specifying the part of the contract terminated and when termination becomes effective.

(2) Contractor's Obligations. Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination Contractor will stop work to the extent specified. Contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The Agency Head or designee may direct Contractor to assign Contractor's right, title, and interest under terminated orders or subcontracts to the State. Contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

## **TERMINATION FOR DEFAULT**

(1) Default. If 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 Agency Head or designee may notify 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 Agency Head or designee, such officer may terminate 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 Agency Head or designee may procure similar supplies or services in a manner and upon terms deemed appropriate by the Agency Head or designee. 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, Contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of Contractor in which the State has an interest.

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(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 Contractor such sums as the Agency Head 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, 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 Contractor to make progress in the prosecution of the work hereunder which endangers such performance) if Contractor has notified the Agency Head 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, 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 Contractor to meet the contract requirements. Upon request of Contractor, the Agency Head 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, 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-price contracts, "Termination for Convenience," in cost-reimbursement contracts, "Termination"). (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 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.

#### **TERMINATION UPON BANKRUPTCY**

This contract may be terminated in whole or in part by [agency] upon written notice to Contractor, if Contractor should become the subject of bankruptcy or receivership proceedings,

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whether voluntary or involuntary, or upon the execution by Contractor of an assignment for the benefit of its creditors. In the event of such termination, 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.