



**Dr. David A. Chandler  
Commissioner**

**Mississippi Department of Child Protection Services**

**Request for Proposals**

**INVITATION:** Sealed proposals, subject to the attached conditions, will be received at this office until April 7, 2017 by 12:00 p.m., Central Time for the acquisition of the product/services described below.

**Computer Camp Services  
RFP NO. 2017COMP001**

**Request for Proposals Coordinator: Leigh Washington  
750 North State Street  
Jackson, MS 39202  
Email: [Contracts.DFCS@mdcps.ms.gov](mailto:Contracts.DFCS@mdcps.ms.gov)**

## **MDCPS WELCOMES PARTICIPATION OF MINORITY BUSINESSES (EXHIBIT L)**

**Invitation:** Written proposals subject to the conditions herein stated and attached hereto, will be received at this office until April 7, 2017, at 12:00 p.m. Central Time, for furnishing the services as described below for the Mississippi Department of Child Protection Services, (hereinafter “MDCPS”).

**Description:** MDCPS is hereby requesting written proposals to provide Computer Camp services. MDCPS will receive proposals from firms having specific experience and qualifications in the area identified in the solicitation. For consideration, proposals for the project must contain evidence of the firm's experience and abilities in the specified area and other disciplines directly related to the proposed service. Other information required by MDCPS may be included elsewhere in the solicitation. Unless otherwise stated, all proposers shall provide profiles and resumes of the staff to be assigned to the project, references, illustrative examples of similar work performed, and any other information that clearly demonstrates the proposer's expertise in the area of the solicitation. A selection committee shall review and evaluate all replies. The selection committee will have only the response to the solicitation to review for selection of finalists. It is, therefore, important that respondents emphasize specific information pertinent to the work. Evaluation of the responses will be based on the following criteria:

- (1) The overall quality of the proposed plan for performing the required services (the plan should reflect an understanding of the project and its objectives). Describe how the services will be performed. Consideration will be given to the completeness of the response to the specific requirements of the solicitation. **(Critical)**
- (2) Proposer's ability to provide the required services as reflected/evidenced by qualifications (education, experience, etc.). This includes the ability of the proposer to provide a work product that is legally defensible. A narrative that includes specific timelines, education and general experience in providing the required services as outlined in the detailed specifications. **(Very Important)**
- (3) The personnel, equipment, facilities, and financial resources to perform the services currently available or demonstrated to be made at the time of contracting. **(Important)**
- (4) A descriptive overview of past performance of similar work in scope, size or discipline to the required services were performed or undertaken within the past three (3) years. **(Important)**
- (5) Cost. A narrative provided describing the proposed use of funds, cost effectiveness, accurate calculations and itemized budget breakdown of the funded services **(Critical)**

### ***Procurement Schedule***

<b>Task</b>	<b>Date</b>
Advertisement Dates for RFP	March 8, 2017; March 15, 2017
Receive Attendees at optional pre-proposal conference	March 17, 2017, 3:00pm.CT
Optional Pre-proposal Conference	March 20, 2017, 10:00am
Receive Questions for Clarification Deadline	March 21, 2017, 12:00 p.m. CT
Respond in Writing to Clarification @www.mdcps.ms.gov	March 23, 2017
Required Letter of Intent Deadline	March 28, 2017, 12:00 p.m. CT
Proposals Deadline	April 7, 2017, 12:00 p.m. CT
Evaluation of Proposals	April 11, 2017 or later
Notification to Proposer(s)	April 14, 2017 or later
Contract Negotiations	April 17, 2017 or later
Proposed Period of Performance	June 1, 2017 – August 31, 2017

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

**MDCPS reserves the right to amend the contents of this RFP as it deems necessary. It is the Proposer's sole responsibility to monitor the website for amendments to this RFP to ensure that their response is pursuant to the amended RFP, if applicable. If applicable, the acknowledgement of amendment(s) must accompany the proposal immediately following the Proposal Cover Sheet (Exhibit A).**

***MDCPS RESERVES THE RIGHT TO REJECT ANY AND ALL PROPOSALS WHERE THE PROPOSER TAKES EXCEPTION TO THE TERMS AND CONDITIONS OF THE RFP 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 RFP.***



## **Table of Contents**

<b>1.0 Specifications, Terms and Conditions for Professional Consulting Services .....</b>	<b>6</b>
<b>2.0 Consultant's Written Proposal Shall Contain the Following Minimum Information.....</b>	<b>8</b>
<b>3.0 Insurance Requirements.....</b>	<b>8</b>
<b>4.0 Renewal of Contracts.....</b>	<b>8</b>
<b>5.0 Type of Contract – Firm Fixed Price Agreement.....</b>	<b>9</b>
<b>6.0 Rejection of Proposals.....</b>	<b>9</b>
<b>7.0 Informalities and Irregularities.....</b>	<b>9</b>
<b>8.0 Disposition of Proposals.....</b>	<b>9</b>
<b>9.0 Competitive Negotiation.....</b>	<b>9</b>
<b>10.0 RFP Does Not Constitute Acceptance of Offer.....</b>	<b>10</b>
<b>11.0 Exceptions and Deviations.....</b>	<b>10</b>
<b>12.0 Nonconforming Terms and Conditions.....</b>	<b>10</b>
<b>13.0 Proposal Acceptance Period.....</b>	<b>10</b>
<b>14.0 Expenses Incurred In Preparing Offers.....</b>	<b>11</b>
<b>15.0 Proprietary Information.....</b>	<b>11</b>
<b>16.0 Additional Information.....</b>	<b>11</b>
<b>17.0 Debarment.....</b>	<b>12</b>
<b>18.0 Required Clauses for Procurement.....</b>	<b>12</b>
<b>19.0 Evaluation Procedures and Factors to Be Considered in the Evaluation Process.....</b>	<b>14</b>
<b>20.0 Cost Data Submitted at This Stage is Subject to Negotiation But Should Include an Estimate of the Annual Cost of the Service .....</b>	<b>15</b>
<b>21.0 The Following Response Format Shall Be Used For All Submitted Proposals.....</b>	<b>15</b>

## Table of Contents

<b>22.0 Debriefing Request.....</b>	<b>16</b>
<b>23.0 Protests.....</b>	<b>17</b>
<b>24.0 Proposal Exceptions.....</b>	<b>17</b>
<b>Exhibit A (Proposal Cover Sheet).....</b>	<b>19</b>
<b>Exhibit B (Required Letter of Intent Template).....</b>	<b>20</b>
<b>Exhibit C (Proprietary Information) .....</b>	<b>21</b>
<b>Exhibit D (Federal Debarment Verification Form).....</b>	<b>22</b>
<b>Exhibit E (Partnership Debarment Verification Form).....</b>	<b>23</b>
<b>Exhibit F (Acknowledgment of Amendment Form).....</b>	<b>24</b>
<b>Exhibit G (Prospective Contractor’s Representation Regarding Contingent Fees).....</b>	<b>25</b>
<b>Exhibit H (Budget Narrative).....</b>	<b>26</b>
<b>Exhibit I (Formula for Evaluating Cost) .....</b>	<b>27</b>
<b>Exhibit J (Proposal Exception Summary Form).....</b>	<b>28</b>
<b>Exhibit K (Contract).....</b>	<b>29</b>
<b>Exhibit L (Minority Vendor Self Certification Form).....</b>	<b>36</b>

**MISSISSIPPI DEPARTMENT OF CHILD PROTECTION SERVICES  
750 NORTH STATE STREET  
JACKSON, MISSISSIPPI 39202**

**1.0 Specifications, Terms and Conditions for Computer Camp Services**

**1.1 General Statement:**

The Mississippi Department of Child Protection Services (hereinafter “MDCPS”), in order to ensure that selection procedures for screening applicants for jobs with the state service in Mississippi are job related and legally defensible, is desirous of securing the services of a professional consultant. Additional information may be obtained by written request to Leigh Washington, Mississippi Department of Child Protection Services, 750 N. State Street, Jackson, MS 39202.

**1.2 Authority to Contract**

Contractor warrants (a) that it is a validly organized business with valid authority to enter into this agreement; (b) that it is qualified to do business and in good standing in the State of Mississippi; (c) that entry into and performance under this agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind, and (d) notwithstanding any other provision of this agreement to the contrary, that there are no existing legal proceedings or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this agreement.

**1.3 Detailed Minimum Specifications (Scope of Services):**

The computer camp is designed to provide youth in the custody of the Mississippi Department of Child Protection Services (MDCPS) with technology skills (Training in Microsoft applications and other related technology skills), computers, other related equipment (printer, mouse and required cables) and the opportunity to enhance independent living skills through an online I.L. module training.

**Date of Services:** June 26 -28, 2017

**Technology Scope:**

1. Provide a laptop and color inkjet printer for 100 participants.
2. Provide 100 participants with a laptop carrying case (backpack), mouse, mouse pad, 4.0 GB flash drive, and Microsoft software/courseware.
3. Provide unlimited technical support via a toll-free telephone number or online site.

## **Instructional Scope:**

1. Provide workshop instruction to include the following: Setting up software; software installation; computer operations; software operations.
2. Provide online module independent living skill training in the areas of goal setting, money management, employment, housing, education (how to complete college applications/federal student aid applications), social media etiquette and self-care (hygiene).
3. Provide eight (8) instructors **(two (2) instructors per group with a total of four (4) groups)** with five (5) or more years of experience providing technology training to at-risk youth hold a state issued teaching license and have the US Department of Justice clearance.
4. Provide online module independent living skills training to 30 to 40 youth who attended last year's computer camp.
5. Provide afternoon and evening snacks for 100 computer camp participants for June 26 and June 27.

## **Proposed Schedule:**

### Computer Camp/Youth Conference Proposed Schedule

#### **Monday June 26, 2017**

12:00- Registration/Lunch  
1:00-5:00 Computer Camp  
5:00-6:00 Dinner (Will be provided)  
6:00-8:30 Computer Camp  
9:00-10:30 Activity (Will be provided)  
Snack (Contractor Responsibility)  
11:00 Lights out!

#### **Tuesday June 27, 2017**

8:00-9:00 Breakfast (Will be provided)  
9:00-12:00 Computer Camp  
12:00-1:00 Lunch (Will be provided)  
1:00-5:00 Computer Camp  
5:00-6:00 Dinner (Will be provided)  
6:00-8:30 Computer Camp  
9:00-10:30 Activity (Will be provided)  
Snack (Contractor Responsibility)  
11:00 Lights Out!

#### **Wednesday, June 28, 2017**

8:00-9:00 Breakfast (Will be provided)  
9:00-12:00 Computer Camp  
12:00-1:00 Lunch (Will be provided)

1:00-5:00      Computer Camp  
5:00-6:00      Dinner (Will be provided)

## **2.0 Consultant's Written Proposal Shall Contain the Following Minimum Information:**

- (1) name of consultant, location of consultant's principal place of business, and the place of performance of the proposed contract,
- (2) age of consultant's business and the average number of employees over the past three years;
- (3) resume' listing abilities, qualifications and experience of all individuals who will be assigned to provide the required services;
- (4) listing of three contracts under which services similar in scope, size, or discipline were performed or undertaken, including at least two (2) references for current contracts or those awarded during the past three (3) years (On a proposal form, list three (3) projects to include the names and addresses of the projects, the scope of the project, and the names and telephone numbers of the clients for reference purposes. All information on the proposal form must be completed. Incomplete or unsigned proposal forms will be rejected.);
- (5) a plan giving as much detail as is practical explaining how the services will be performed; and,
- (6) an estimate of price.

## **3.0 Insurance Requirements**

Independent Contractor represents that it will maintain workers' compensation insurance which shall inure to the benefit of all Independent Contractor's personnel performing services under this Contract, comprehensive general liability insurance, and employee fidelity bond insurance. Independent Contractor will furnish MDCPS a certificate of insurance providing the aforesaid coverage, prior to the commencement of performance under this Agreement.

**All insurance policies shall be issued by companies authorized to do business under the laws of the State of Mississippi. A certificate of insurance providing the aforesaid coverage shall be furnished to MDCPS prior to commencement of services resulting from this RFP.**

## **4.0 Renewal of Contracts**

The contract may be renewed at the discretion of the agency upon written notice to Independent Contractor at least ninety (90) days prior to the contract anniversary date for a period of one (1) successive year under the same prices, terms, and conditions as in the original contract. The total number of renewal years permitted shall not exceed four (4). The renewal options shall end on August 31, 2022.



## **5.0 Type of Contract – Firm Fixed Price Agreement**

## **6.0 Rejection of Proposals**

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

- (1) the proposal contains unauthorized amendments to the requirements of the RFP;
- (2) the proposal is conditional;
- (3) the proposal is incomplete or contains irregularities which make the proposal indefinite or ambiguous;
- (4) the proposal is received late;
- (5) the proposal is not signed by an authorized representative of the party;
- (6) the proposal contains false or misleading statements or references; and,
- (7) the proposal does not offer to provide all services required by the RFP.

## **7.0 Informalities and Irregularities**

The MDCPS has the right to waive minor defects or variations of a proposal from the exact requirements of the specifications that do not affect the price, quality, quantity, delivery, or performance time of the services being procured. If insufficient information is submitted by a respondent with the proposal for the MDCPS to properly evaluate the bid, the MDCPS has the right to require such additional information as it may deem necessary after the time set for receipt of proposals, provided that the information requested does not change the price, quality, quantity, delivery, or performance time of the services being procured.

## **8.0 Disposition of Proposals**

All submitted proposals become the property of the State of Mississippi.

## **9.0 Competitive Negotiation**

The bidding method to be used is that of competitive negotiation from which MDCPS is seeking the best combination of price, experience and quality of service. Discussions may be conducted with proposers who submit proposals determined to be reasonably susceptible of being selected for award. Likewise, MDCPS also reserves the right to accept any proposal as submitted for contract award, without substantive negotiation of offered terms, services or prices. For these reasons, all parties are advised to propose their most favorable terms initially.

## **10.0 RFP Does Not Constitute Acceptance of Offer**

The release of the Request for Proposal does not constitute an acceptance of any offer, nor does such release in any way obligate MDCPS to execute a contract with any other party. 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 MDCPS.

## **11.0 Exceptions and Deviations**

Proposers taking exception to any part or section of the solicitation shall indicate such exceptions in the proposal and shall be fully described. Failure to indicate any exception will be interpreted as the proposer's intent to comply fully with the requirements as written. Conditional or qualified offers, unless specifically allowed, shall be subject to rejection in whole or in part.

## **12.0 Nonconforming Terms and Conditions**

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

## **13.0 Proposal Acceptance Period**

The original and three (3) copies of the proposal and all attachments (four (4) copies total) shall be signed and submitted in a sealed envelope or package to **Leigh Washington, 750 North State Street, Jackson, Mississippi 39202** no later than the time and date specified for receipt of proposals. Timely submission of the proposal is the responsibility of the proposer. Proposals received after the specified time, shall be rejected and returned to the proposer unopened. The envelope or package shall be marked with the proposal opening date and time and the number of the request for proposal. The time and date of receipt shall be indicated on the envelope or package by the MDCPS Business Office. Each page of the proposal and all attachments shall be identified with the name of the proposer.

**13.1** Mailing or hand delivering one original and three (3) copies of the proposal. The original proposal and three (3) copies shall be submitted in a 3-ring binder for a total of four (4) binders, delivered in one sealed package or envelope, and each individual binder labeled with the name of the Proposer and the RFP No. 2017COMP001.

### **13.2 Pre-Proposal Conference (Optional)**

An optional pre-proposal conference will be held on ***March 20, 2017, 10:00 a.m., Central Time*** at 750 North State Street (Mississippi Department of Human Services State Office Building). All interested parties are urged to attend. The purpose of the pre-proposal conference is to allow potential proposers an opportunity to present questions to staff and obtain clarification of the requirements of the proposal documents. Any proposer interested in attending the pre-proposal conference should submit their name(s) to [contracts.DFCS@mdcps.ms.gov](mailto:contracts.DFCS@mdcps.ms.gov) no later than ***March 17, 2017, 3:00 p.m., Central Time***. [contracts.DFCS@mdcps.ms.gov](mailto:contracts.DFCS@mdcps.ms.gov) shall acknowledge receipt of letter of intent via email. **A NON-ACKNOWLEDGEMENT is a NON-RECEIPT of attendance.**

### **13.3 Required Letter of Intent**

Proposers shall notify MDCPS of their intention to submit a proposal. The letter of intent (**Exhibit B**) shall be submitted via email to [contracts.dfcs@mdhs.ms.gov](mailto:contracts.dfcs@mdhs.ms.gov) by March, 28, 2017, 12:00p.m. Central Time. The letter of intent shall include the title of this request for proposals, the proposer's organizational name and address, one (1) to two (2) sentences stating that the proposer's organization intends to submit a proposal for this service, location of the service area, and the contact person's name, title, phone number, fax number, Tax I.D. number, DUNS number, address and email address. [contracts.dfcs@mdhs.ms.gov](mailto:contracts.dfcs@mdhs.ms.gov) shall acknowledge receipt of letter of intent via email. **A NON--ACKNOWLEDGEMENT is a NON-RECEIPT of required letter of intent.**

### **14.0 Expenses Incurred in Preparing Offers**

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

### **15.0 Proprietary Information**

The proposer should mark any and all pages of the proposal considered to be proprietary information which may remain confidential in accordance with Mississippi Code Annotated §§ 25-61-9 and 79-23-1 (1972, as amended). Any pages not marked accordingly will be subject to review by the general public after award of the contract. Requests to review the proprietary information will be handled in accordance with applicable legal procedures. (**Exhibit C**)

### **16.0 Additional Information**

Questions related to the services shall be submitted in writing to Mario Johnson at [contracts.dfcs@mdhs.ms.gov](mailto:contracts.dfcs@mdhs.ms.gov). Questions concerning the technical portions of the Request for Proposal should be directed to Leigh Washington at [contracts.dfcs@mdhs.ms.gov](mailto:contracts.dfcs@mdhs.ms.gov). Proposers are cautioned that any statements made by the contact or technical contact person that materially change any portion of the Request for Proposal shall not be relied upon unless subsequently ratified

by a formal written amendment to the Request for Proposal. All questions and answers will be published on MDCPS' website ([www.MDCPS.ms.gov](http://www.MDCPS.ms.gov)) and MDHS' website ([www.MDHS.state.ms.us](http://www.MDHS.state.ms.us)) in a manner that all proposers will be able to view by March 23, 2017, 5:00p.m.

## **17.0 Debarment**

By submitting a proposal, the proposer certifies that it is not currently debarred from submitting proposals 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 proposals for contracts issued by any political subdivision or agency of the State of Mississippi. (Exhibits D and E - FDVR and PDV Forms, respectively)

## **18.0 Required Clauses for Procurement**

### **18.1 Acknowledgement of Amendments**

Proposers shall acknowledge receipt of any amendment to the solicitation by signing and returning the amendment (**Exhibit F**) with the proposal, by identifying the amendment number and date in the space provided for this purpose on the proposal form, or by letter. The acknowledgment must be received by MDCPS by the time and at the place specified for receipt of proposals.

### **18.2 Certification of Independent Price Determination**

The proposer 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 proposer or competitor relating to those prices, the intention to submit a bid, or the methods or factors used to calculate the prices bid.

**18.3 Prospective Contractor's Representation Regarding Contingent Fees** (*To be placed in prospective Contractor's response proposal.*) Representation Regarding Contingent Fees. The prospective 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 Independent Contractor's bid or proposal. (**Exhibit G**).

### **18.4 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 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:

- 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 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, 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.

### **18.5 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. (1972, as amended). 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.

### **18.6 Paymode**

Payments by state agencies using the Mississippi’s Accountability System for Government Information and Collaboration (MAGIC) 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

## **18.7 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).

## **18.9 Representation Regarding Gratuities**

The proposer, 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*.

## **19.0 Evaluation Procedure and Factors to be Considered in the Evaluation Process:**

### **19.1 Qualifications of Proposer**

The proposer may be required before the award of any contract to show to the complete satisfaction of MDCPS that it has the necessary facilities, ability, and financial resources to provide the service specified therein in a satisfactory manner. The proposer may also be required to give a past history and references in order to satisfy MDCPS in regard to the proposer's qualifications. MDCPS may make reasonable investigations deemed necessary and proper to determine the ability of the proposer to perform the work, and the proposer shall furnish to MDCPS all information for this purpose that may be requested. MDCPS reserves the right to reject any offer if the evidence submitted by, or investigation of, the proposer fails to satisfy MDCPS that the proposer is properly qualified to carry out the obligations of the contract and to complete the work described therein. Evaluation of the proposer's qualifications shall include:

- (1) the ability, capacity, skill, and financial resources to perform the work or provide the service required;
- (2) the ability of the proposer to perform the work or provide the service promptly or within the time specified, without delay or interference;
- (3) the character, integrity, reputation, judgment, experience, and efficiency of the proposer; and,
- (4) the quality of performance of previous contracts or services.

**19.2 Step One:** Proposals will be reviewed to assure compliance with the minimum specifications. Proposals that do not comply with the detailed specifications will be rejected immediately, receiving no further consideration.

**19.3 Step Two:** Proposals that satisfactorily complete Step One will be reviewed/analyzed to determine if the proposal adequately meets the needs of MDCPS. Factors to be considered as evaluation criteria are as follows:

(1) The overall quality of the proposed plan for performing the required services (the plan should reflect an understanding of the project and its objectives). Describe how the services will be performed. Consideration will be given to the completeness of the response to the specific requirements of the solicitation. **(Critical) 25 Points**

(2) Proposer's ability to provide the required services as reflected/evidenced by qualifications (education, experience, etc.). This includes the ability of the proposer to provide a work product that is legally defensible. A narrative that includes specific timelines, education and general experience in providing the required services as outlined in the detailed specifications. **(Very Important) 20 Points**

(3) The personnel, equipment, facilities, and financial resources to perform the services currently available or demonstrated to be made at the time of contracting. **(Important) 15 Points**

(4) A descriptive overview of past performance of similar work in scope, size or discipline to the required services were performed or undertaken within the past three (3) years. **(Important) 15 Points**

(5) Cost. A narrative (**Exhibit H**) describing the proposed use of funds, cost effectiveness and itemized budget breakdown of the funded services with calculations/formulas that support the budget breakdown. **A maximum of 25 points will be awarded for "price" per a formula (Exhibit I). (Critical) 25 Points**

**Total: 100 Points**

**19.4 Step Three:** The MDCPS Commissioner or his/her designee will contact the proposer with the proposal which best meets MDCPS's needs (based on factors evaluated in Step Two) and attempt to negotiate an agreement that is deemed acceptable to both parties.

**The award of a contract to a Proposer does not mean that the other proposals lacked merit; but with price, quality of service and other factors considered, the selected proposal was deemed to provide the best value or be the most advantageous to the State of Mississippi based on all factors considered.**

**20.0 Cost Data Submitted at This Stage is Subject to Negotiation but Should Include an Estimate of the Annual Cost of the Service**

**21.0 The Following Response Format Shall Be Used for All Submitted Proposals:**

**21.1 Management Summary:** Provide a cover letter indicating the underlying philosophy of the firm in providing the service.

**21.2 Proposal:** Describe in detail how the service will be provided. Include a description of major tasks and subtasks.

**21.3 Corporate experience and capacity:** Describe the experience of the firm in providing the service, give number of years that the service has been delivered, and provide a statement on the extent of any corporate expansion required to handle the service.

**21.4. Personnel:** Attach resumes' of all those who will be involved in the delivery of service (from principals to field technicians) that include their experience in this area of service delivery. Indicate the level of involvement by principals of the firm in the day-to-day operation of the contract.

**21.5. References:** Give 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 years. Include the name of the organization, the length of the contract, a brief summary of the work, and the name and telephone number of a responsible contact person.

**21.6. Acceptance of conditions:** Indicate any exceptions to the general terms and conditions of the bid document and to insurance, bonding, and any other requirements listed.

**21.7. Additional data:** Provide any additional information that will aid in evaluation of the response.

**21.8. Cost data:** Estimate the annual cost of the service. Cost data submitted at this stage is not binding and is subject to negotiation if your firm is chosen as a finalist. Include the number of personnel proposed to be assigned to the contract and the total estimated cost of the labor portion of the contract (include a sample staffing chart). Identify all non-labor costs and their estimated totals.

## **22.0 Debriefing Request**

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

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



## **23.0 Protests**

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

## **24.0 Proposal Exceptions**

Please return the *Proposal Exception Summary Form (Exhibit J)* with all exceptions to items in any Section of this RFP listed and clearly explained or state "No Exceptions Taken." If no *Proposal Exception Summary Form* is included, the Proposer is indicating that he takes no exceptions to any item in this RFP document.

**24.1** Unless specifically disallowed on any specification herein, the Proposer may take exception to any point within this RFP, including a specification denoted with "must" or "shall," as long as the following are true:

**24.1.1** The specification is not a matter of State law;

**24.1.2** The proposal still meets the intent of the RFP

**24.1.3** A *Proposal Exception Summary Form* is included with the proposal; and

**24.1.4** The exception is clearly explained, along with any alternative or substitution the Proposer proposes to address the intent of the specification, on the *Proposal Exception Summary Form*.

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

**24.2.1** The Proposer will withdraw the exception and meet the specification in the manner prescribed;

**24.2.2** MDCPS will determine that the exception neither poses significant risk to the project nor undermines the intent of the RFP and will accept the exception;

**24.2.3** MDCPS and the Proposer will agree on compromise language dealing with the exception and will insert same into the contract; or

**24.2.4** None of the above actions is possible, and MDCPS either disqualifies the proposal or withdraws the award and proceeds to the next ranked Proposer.

**24.3** Shall MDCPS and the Proposer reach a successful agreement, MDCPS will sign adjacent to each exception which is being accepted or submit a formal written response to the *Proposal Exception Summary* responding to each of the Proposer's exceptions. The *Proposal Exception Summary*, with those exceptions approved by MDCPS, will become a part of any contract on acquisitions made under this RFP.

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

**24.5** MDCPS desires to award this RFP to a Proposer with whom there is a high probability of establishing a mutually agreeable contract, substantially within the standard terms and conditions of the State's RFP, including the *Standard Contract* in **Exhibit K**. As such, proposals, in the sole opinion of MDCPS, reflect a substantial number of material exceptions to this RFP, may place themselves at a comparative disadvantage in the evaluation process or risk disqualification of their proposals.

**24.6** For Proposers who have successfully negotiated a contract with MDCPS in the past, MDCPS requests that, prior to taking any exceptions to this RFP, the individual(s) preparing this proposal first confer with other individuals who have previously submitted proposals to MDCPS or participated in contract negotiations with MDCPS on behalf of their company, to ensure the Proposer is consistent in the items to which it takes exception.

## Exhibit A

### Mississippi Department of Child Protection Services Proposal Cover Sheet

Agency:	For Office Use Only Proposal Number
---------	--

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

1. Organization \_\_\_\_\_

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

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

Title: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

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

\_\_\_\_\_

Phone: ( ) \_\_\_\_\_

Fax: \_\_\_\_\_

6. Proposed Project Director:

\_\_\_\_\_

Email: \_\_\_\_\_

7. Service Area (List Counties): \_\_\_\_\_

2. Commissioner \_\_\_\_\_

3. Organization's Tax ID No. \_\_\_\_\_

4. Amount of Funding Requested: \_\_\_\_\_

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

Minority-Owned \_\_\_\_\_ Women-Owned \_\_\_\_\_

Provide a brief description of the proposed project (Limited to space provided)

\_\_\_\_\_  
Authorized Representative (No Stamped Signature)

\_\_\_\_\_  
Date

**Exhibit B**

**REQUIRED LETTER OF INTENT**

Date \_\_\_\_\_

Mr./Ms./Dr. \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip Code \_\_\_\_\_

Dear Mr./Ms./Dr.: \_\_\_\_\_

This letter confirms our intent to submit a proposal pursuant to RFP No. 2017COMP001  
\_\_\_\_\_ service area includes \_\_\_\_\_. Also,

Organization Name

in compliance with the requirements of the letter of intent, \_\_\_\_\_  
Organization Name

submits the following information:

Contact Person's Name: \_\_\_\_\_

Contact Person's Title: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Tax I.D. Number: \_\_\_\_\_

DUNS Number: \_\_\_\_\_

Physical Address: \_\_\_\_\_

Authorized Official's Email Address: \_\_\_\_\_

Thank you for your consideration.

Sincerely,

Authorized Official

## Exhibit C

# Proprietary Information Form

Did the proposer submit any information to the agency for the Computer Camp Services Request for Proposal 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

**Exhibit D**

**MISSISSIPPI DEPARTMENT OF CHILD PROTECTION SERVICES**

**FEDERAL DEBARMENT VERIFICATION FORM**

***Please Print/Type Clearly in Blue Ink***

Subgrantee's/Contractor's Name	
Authorized Official's Name	
DUNS Number	
Address	
Phone Number	
Are you currently registered with <a href="http://www.sam.gov">www.sam.gov</a> (Respond Yes or No)	
Registration Status (Type Active or Inactive)	
Active Exclusions (Type Yes or No)	

I hereby certify that \_\_\_\_\_ is not on the list for federal  
debarment on [www.sam.gov](http://www.sam.gov) –System for Award Management.

Subgrantee's Name/Contractor's Name

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Date

**Exhibit E**

**MISSISSIPPI DEPARTMENT OF CHILD PROTECTION SERVICES**

**PARTNERSHIP DEBARMENT VERIFICATION FORM**

***Please Print/Type Clearly in Blue Ink***

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

I hereby certify that all entities who are in partnership with MDCPS (subcontractors, subrecipients, et al.) are not on the federal debarment list on [www.sam.gov](http://www.sam.gov) – System for Award Management. Proof of documentation of partnership verification with SAM shall be kept on file and the debarment status shall be checked prior to submission of every contract/subgrant and modification to MDCPS.

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Date

## Exhibit F

### Acknowledgement of Amendment to RFP No. 2017COMP001

I, \_\_\_\_\_, acknowledge that RFP No.2017COMP001 has been amended on Authorized Official's Name \_\_\_\_\_ to include the following:  
Date \_\_\_\_\_

I, \_\_\_\_\_, understand that proposals will **only** be accepted from  
Authorized Official's Name \_\_\_\_\_

proposers who submit this acknowledgement of amendment #\_\_\_\_\_.  
\_\_\_\_\_

Name of Company \_\_\_\_\_

Authorized Official's Typed Name/Title \_\_\_\_\_

\_\_\_\_\_(No stamped signature)  
Signature of Authorized Official \_\_\_\_\_ Date \_\_\_\_\_

**This acknowledgement should be enclosed in accordance with the instructions located in Section 18.1 of this RFP.**



## **Exhibit G**

### **Prospective Contractor's Representation Regarding Contingent Fees**

The prospective contractor (\_\_\_\_\_) represents that it has / has not (please circle the appropriate answer) retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract.

---

Signature of Authorized Official/ Title  
(No stamped signature)

Date

**Exhibit H**  
**Budget Narrative\***

<u>Specific Category of Service</u>	<u>Hourly/Daily/Monthly Rate</u>	<u>No. of Hours/Days/Months</u>	<u>Amount</u>
-------------------------------------	----------------------------------	---------------------------------	---------------

1.

2.

3.

4.

5.

6.

7.

8.

9.

10.

**Total Amount:**

**\*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 on page 1 and include all associated costs with no additional or hidden fees.**

## **Exhibit I**

### **Formula for Evaluating Cost**

**1. Company A=\$150,000**

**Company A=25**

**2. Company B=\$160,000**

**Company B=**

$$150,000/160,000=.9375 \times 25=23.4375$$

**3. Company C=\$180,000**

**Company C=**

$$150,000/180,000=.8333 \times 25=20.8333$$

**Company A is the lowest proposer; therefore, the total evaluation points for price=25**

## Exhibit J

### Proposal Exception Summary Form

**List and clearly explain any exceptions, for all RFP Sections and Exhibits, in the table below.**

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

**Exhibit K**  
**STATE OF MISSISSIPPI**  
**MISSISSIPPI DEPARTMENT OF CHILD PROTECTION SERVICES**  
**CONTRACT FOR \_\_\_\_\_ SERVICES**

1. Parties. The parties to this contract are the Mississippi Department of Child Protection Services (hereinafter “MDCPS”) and [Independent Contractor] (hereinafter “Independent Contractor”).
2. Purpose. The purpose of this contract is for the MDCPS to engage Independent Contractor and Independent Contractor hereby agrees to render certain professional services described in Paragraph 3, “Scope of Services.”
3. Scope of Services. Independent Contractor will perform and complete in a timely and satisfactory manner the services described in the “Scope of Services” attached hereto as Exhibit A, and the “*2<sup>nd</sup> Modified Mississippi Settlement Agreement and Reform Plan*,” attached hereto as Exhibit B, and incorporated herein by reference.
4. Consideration. As consideration for the performance of this Contract, the Independent Contractor shall be paid a fee not to exceed \_\_\_\_\_ (\$\_\_\_\_\_) in accordance with the Budget attached hereto as Exhibit C. It is expressly understood and agreed that in no event shall the total compensation paid hereunder exceed the specified amount of \_\_\_\_\_ (\$\_\_\_\_\_).
5. Period of Performance. This contract will become effective for the period beginning [add date] and ending on [add date], upon the approval and signature of the both parties hereto.
6. Renewal of Contract: The contract may be renewed at the discretion of MDCPS upon written notice to Independent Contractor at least ninety days prior to each contract anniversary date for a period of four successive one-year periods under the same prices, terms, and conditions as in the original contract and/or subsequent contracts. The total number of renewal years permitted shall not exceed [four], or extend past[add date]. However, if MDCPS does not intend to renew the contract, the [Independent Contractor’s Name] shall be notified at least ninety (90) days prior to the contract anniversary date.
7. Method of Payment. Independent Contractor agrees to accept payments referenced in Paragraph 5, “Consideration”, to be paid as billed by Independent Contractor, upon review and approval by MDCPS. Independent Contractor agrees to submit invoices to MDCPS that contain a detailed account of each billing. The final invoice is to be submitted no later than [add date]. Independent Contractor is classified as an independent contractor and not a contractual employee of MDCPS. As such, any compensation due and payable to Independent Contractor will be paid as gross amounts. Independent Contractor invoices shall be submitted to MDCPS at [contract.invoices@mdcps.ms.gov](mailto:contract.invoices@mdcps.ms.gov).

8. Applicable Law. The contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws, provisions, and any litigation with respect thereto shall be brought in the courts of the State. Independent Contractor shall comply with applicable federal, state, and local laws and regulations.
9. Availability of Funds. It is expressly understood and agreed that the obligation of the MDCPS to proceed under this agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to MDCPS, MDCPS shall have the right upon ten (10) working days written notice to Independent Contractor, to terminate this agreement without damage, penalty, cost or expenses to the MDCPS of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.
10. Representation Regarding Contingent Fees. Independent Contractor represents that it has not retained a person to solicit or secure a state contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in Contractor's bid or proposal.
11. Representation Regarding Gratuities. The Independent Contractor represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 6-204 (Gratuities) of the *Mississippi Personal Service Contract Review Board Rules and Regulations*.
12. Compliance with Laws. Independent Contractor understands that MDCPS is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and Independent Contractor agrees during the term of the agreement that Independent Contractor will strictly adhere to this policy in its employment practices and provision of services. Independent Contractor shall comply with, and all activities under this agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.
13. Insurance: Independent Contractor represents that it will maintain workers' compensation insurance as required by the State of Mississippi which shall inure to the benefit of all the Independent Contractor's personnel provided hereunder; comprehensive general liability or professional liability insurance, and employee dishonesty insurance or fidelity bond insurance with third party liability coverage. All general liability, professional liability, employee dishonesty, and fidelity bond insurance will provide coverage MDCPS as an additional insured. MDCPS reserves the right to request from carriers, certificates of

insurance regarding the required coverage. Insurance carriers must be licensed or hold a Certificate of Authority from the Mississippi Department of Insurance.

14. Stop Work Order.

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

15. Termination for Convenience.

- a. *Termination.* The Commissioner or designee may, when the interests of the State so require, terminate this contract in whole or in part, for the convenience of the State. The Commissioner or designee shall give written notice of the termination to Independent Contractor specifying the part of the contract terminated and when termination becomes effective.
- b. *Independent Contractor's Obligations.* Independent Contractor shall incur no further

obligations in connection with the terminated work and on the date set in the notice of termination Independent Contractor will stop work to the extent specified. Independent Contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. Independent Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The Commissioner or designee may direct Independent Contractor to assign Independent Contractor's right, title, and interest under terminated orders or subcontracts to the State. Independent Contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

16. Termination for Default.

- a. *Default.* If Independent Contractor refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract or any extension thereof, or otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the Commissioner or designee may notify Independent Contractor in writing of the delay or nonperformance and if not cured in ten (10) days or any longer time specified in writing by the Commissioner or designee, such officer may terminate Independent Contractor's right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the Commissioner or designee may procure similar supplies or services in a manner and upon terms deemed appropriate by the Commissioner or designee. Independent Contractor shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.
- b. *Contractor's Duties.* Notwithstanding termination of the contract and subject to any directions from the procurement officer, Independent Contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of Independent Contractor in which the State has an interest.
- c. *Compensation.* Payment for completed services delivered and accepted by the State shall be at the contract price. The State may withhold from amounts due Independent Contractor such sums as the Commissioner or designee deems to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders and to reimburse the State for the excess costs incurred in procuring similar goods and services.
- d. *Excuse for Nonperformance or Delayed Performance.* Except with respect to defaults of subcontractors, Independent Contractor shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by Independent Contractor to make progress in the prosecution of the work hereunder which endangers such performance) if Contractor has notified the Commissioner or designee within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the State and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make



progress, and if such failure arises out of causes similar to those set forth above, Independent Contractor shall not be deemed to be in default, unless the services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit Independent Contractor to meet the contract requirements. Upon request of Independent Contractor, the Commissioner or designee shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, Independent Contractor's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly, subject to the rights of the State under the clause entitled in fixed-priced contracts, "Termination for Convenience". (As used in this Paragraph of this clause, the term "subcontractor" means subcontractor at any tier).

- e. *Erroneous Termination for Default.* If, after notice of termination of Independent Contractor's right to proceed under the provisions of this clause, it is determined for any reason that the contract was not in default under the provisions of this clause, or that the delay was excusable under the provisions of Paragraph (4) (Excuse for Nonperformance or Delayed Performance) of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the State, be the same as if the notice of termination had been issued pursuant to such clause.
  - f. *Additional Rights and Remedies.* The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under this contract.
17. 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.
18. E-Payment. Independent Contractor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. MDCPS agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies," which generally provides for payment of undisputed amounts by the MDCPS within forty-five (45) days of receipt of invoice. Mississippi Code Annotated § 31-7-305.
19. E-Verify If applicable, Independent Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008, and will register and participate in the status verification system for all newly hired employees. Mississippi Code Annotated §§ 71-11-1 *et seq.* The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Independent Contractor agrees to maintain records of such compliance. Upon request

of the State and after approval of the Social Security Administration or Department of Homeland Security when required, Independent Contractor agrees to provide a copy of each such verification. Independent Contractor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws. The breach of this agreement may subject Independent Contractor to the following:

(1) termination of this contract for services and ineligibility for any state or public contract in Mississippi for up to three (3) years with notice of such cancellation/termination being made public;

(2) the loss of any license, permit, certification or other document granted to Contractor by an MDCPS, department or governmental entity for the right to do business in Mississippi for up to one (1) year; or,

(3) both.

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

20. 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.

21. 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.

22. 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>.

23. Trade Secrets, Commercial and Financial. It is expressly understood that Mississippi law requires that the provisions of this contract which contain the commodities purchased or the personal or professional services provided, the price to be paid, and the term of the contract shall not be deemed to be a trade secret or confidential commercial or financial information and shall be available for examination, copying, or reproduction.
24. Requirements Contract. During the period of the contract, Independent Contractor shall provide all the service described in the contract. Independent Contractor understands and agrees that this is a requirements contract and that MDCPS shall have no obligation to Independent Contractor if no services are required. Any quantities that are included in the scope of work reflect the current expectations of MDCPS for the period of the contract. The amount is only an estimate and Independent Contractor understands and agrees that MDCPS is under no obligation to Independent Contractor to buy any amount of the services as a result of having provided this estimate or of having any typical or measurable requirement in the past. Independent Contractor further understands and agrees that MDCPS may require services in an amount less than or in excess of the estimated annual contract amount and that the quantity actually used, whether in excess of the estimate or less than the estimate, shall not give rise to any claim for compensation other than the total of the unit prices in the contract for the quantity actually used.

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

\_\_\_\_\_  
DATE

By: \_\_\_\_\_  
Independent Contractor's Name]  
[Independent Contractor (name of company)]

\_\_\_\_\_  
DATE

By: \_\_\_\_\_  
Dr. David A. Chandler, Commissioner  
Mississippi Department of Child Protection  
Services

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

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

Name of Business: \_\_\_\_\_

Address: \_\_\_\_\_ Post Office Box: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ Tax I.D.: \_\_\_\_\_

SAAS Vendor #s (if known): \_\_\_\_\_

**MINORITY STATUS**

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

\_\_\_\_Applicable

\_\_\_\_Not Applicable

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

**Minority Business Enterprise**

\_\_\_\_A (Asian Indian)

\_\_\_\_B (Asian Pacific)

\_\_\_\_C (Black American)

\_\_\_\_D (Hispanic American)

\_\_\_\_E (Native American)

**Women Business Enterprise**

\_\_\_\_M (Asian Indian)

\_\_\_\_N (Asian Pacific)

\_\_\_\_O (Black American)

\_\_\_\_P (Hispanic American)

\_\_\_\_Q (Native American)

\_\_\_\_R (Other) Non Ethnic Women

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

Business: \_\_\_\_\_ Certified by: \_\_\_\_\_

Date: \_\_\_\_\_ Title: \_\_\_\_\_ Name Printed: \_\_\_\_\_

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