MDCPS WELCOMES PARTICIPATION OF MINORITY BUSINESSES

INVITATION: Sealed Statement of Qualifications/Applications, subject to the attached conditions, will be received at this office until March 15, 2017, 3:00 p.m., Central Time for the acquisition of the product/services described below.

SAFE Home Study Services

Request for Qualifications Coordinator: Leigh Washington
Contracts, Procurement and Federal Reporting
(601)359-2583
Contracts.DFCS@mdcps.ms.gov
MDCPS reserves the right to amend the contents of this RFQ as it deems necessary. It is the Applicant’s sole responsibility to monitor www.mdcps.ms.gov for amendments to this RFQ to ensure that their response is pursuant to the amended RFQ, if applicable. If applicable, the acknowledgement of amendment(s) must accompany the Statement of Qualifications/Application immediately following the Statement of Qualifications/Application Cover Sheet (Attachment E).

MDCPS RESERVES THE RIGHT TO REJECT ANY AND ALL STATEMENT OF QUALIFICATIONS/APPLICATIONS WHERE THE APPLICANT TAKES EXCEPTION TO THE TERMS AND CONDITIONS OF THE RFQ AND/OR FAILS TO MEET THE TERMS AND CONDITIONS AND/OR IN ANY WAY ATTEMPTS TO LIMIT THE RIGHTS OF MDCPS AND/OR THE STATE OF MISSISSIPPI, INCLUDING BUT NOT LIMITED TO, THE REQUIRED CONTRACTUAL TERMS AND PROVISIONS SET FORTH IN THIS RFQ.
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Section 1

1.1 Background

The Mississippi Department of Child Protection Services (MDCPS) is responsible for promoting safe and stable families. The mission of MDCPS is to take care of Mississippi’s children and youth and keep them safe.

1.2 Statement of Qualifications/Application Acceptance Period

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

1.1.1 Procurement Schedule

<table>
<thead>
<tr>
<th>Task</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Issue Date</td>
<td>February 15, 2017; February 22, 2017</td>
</tr>
<tr>
<td>Receive Questions for Clarification Deadline</td>
<td>February 27, 2017, 3:00 p.m. CT</td>
</tr>
<tr>
<td>Respond in Writing to Clarification (<a href="http://www.mdcps.ms.gov">www.mdcps.ms.gov</a>)</td>
<td>March 2, 2017</td>
</tr>
<tr>
<td>Statement of Qualifications/Application Deadline</td>
<td>March 15, 2017, 3:00 p.m. CT</td>
</tr>
<tr>
<td>Opening of Statement of Qualifications/Application</td>
<td>March 15, 2017, 4:00 p.m., CT</td>
</tr>
<tr>
<td>Evaluation of Statement of Qualifications/Application</td>
<td>March 16, 2017, 2015 or later</td>
</tr>
<tr>
<td>Notification to Applicant(s)</td>
<td>March 20, 2017 or later</td>
</tr>
<tr>
<td>Proposed Period of Performance</td>
<td>May 1, 2017 - April 30, 2018</td>
</tr>
</tbody>
</table>

1.3 Expenses Incurred in Preparing Offers

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

1.4 Registration with Mississippi Secretary of State

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

1.5 Debarment

By submitting a Statement of Qualifications/Application, the Applicant certifies that it is not currently debarred from submitting Statement of Qualifications/Application for contracts issued by any political subdivision or agency of the State of Mississippi and that it is not an agent of a person or entity that is currently debarred from submitting proposals for contracts issued by any political subdivision or agency of the State of Mississippi.
(Attachments A and B - FDVR and PDV Forms, respectively)

1.6 Additional Information

Questions related to services shall be submitted in writing to Marcus Davenport at Contracts.DFCS@mdcps.ms.gov no later than February 27, 2017, 3:00 p.m., Central Time. Questions concerning the technical portions of the Request for Qualifications should be directed to Leigh Washington at Contracts.DFCS@mdcps.ms.gov no later than February 27, 2017, 3:00 p.m., Central Time. Respondents are cautioned that any statements made by the contact or technical contact person that materially change any portion of the Request for Qualifications shall not be relied upon unless subsequently ratified by a formal written amendment to the Request for Qualifications. All questions and answers will be published on MDCPS’ website (www.mdcps.ms.gov) in a manner that all respondents will be able to view by March 2, 2017.

1.7 Proprietary Information

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

1.8 Type of Contract – Firm Fixed Price Agreement

1.9 Written Qualifications

All Statement of Qualifications/Applications shall be in writing.

1.10 Acknowledgement of Amendments

Applicants shall acknowledge receipt of any amendment to the solicitation by signing and returning the amendment (Attachment D) with the Statement of Qualifications/Application, 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 Statement of Qualifications/Application.

Section 2

2.1 Type of Contract

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

2.2 Compensation

The compensation for these services is $2,250 per completed home study ($500 per visit, per incomplete home study).

SAFE Home Study will be paid according to the following schedule:

A. SAFE Home Study completed within 1-90 days: 100% cost reimbursement
B. SAFE Home Study completed within 91-120 days: 75% cost reimbursement
C. SAFE Home Study completed over 120 days: 50% cost reimbursement

2.3 Purpose

MDCPS is seeking to establish a contract for SAFE Home Study Services to license newly recruited resource homes. It is understood that any contract resulting from RFQ No. 2018SAFE001 requires approval by the MDCPS Commissioner/designee. Any contract resulting from RFQ No. 2018SAFE001 shall become effective upon final signature by the MDCPS Commissioner/designee.

2.4 Scope of Services

The company shall complete Structured Analysis Family Evaluation (SAFE) Home Studies (or other approved home study model) as requested by MDCPS in order to assist in the timely licensing of newly recruited resource homes.

SAFE is the current home study model utilized by MDCPS. However, it is subject to change with a minimum of one-month prior notice.

- The company shall ensure that they have staff members that are qualified to complete SAFE Home Studies (or home study model approved by MDCPS). It is the company’s responsibility to ensure proper training.

- The company shall provide adequate coverage in north, central, and south Mississippi.
A sample of the home studies submitted by the company shall be reviewed by Consortium for Children to determine compliance with all SAFE standards (or by MDCPS to determine compliance with approved home study model).

The company shall be able to conduct a minimum of 70 home studies and no more than 140 home studies during the period of May 1, 2017-April 30, 2018.

**Measurable Objectives:**

MDCPS has developed the following list of performance measures to reflect the scope of services. These measures may change depending on knowledge gained from program evaluations and/or additional funding that might become available in future years. All changes are subject to the approval of MDCPS.

- The company will submit documentation that all staff members conducting home studies are Licensed Social Workers with two years of experience and have been fully trained in the SAFE Home Study process (or home study model approved by MDCPS). All home studies will be reviewed and approved by a Licensed Master Social Worker.

- The company will submit a weekly report detailing the number of home studies that can be accepted by the contractor and the area where those home studies can be accepted.

- The company will submit a quarterly report of all home studies assigned, the date assigned and the date the completed home study is submitted to the agency for full licensing or denial.

**2.5 Term/ Renewal of Contracts**

The term of the contract shall be for a period of one (1) year. The contract may be renewed at the discretion of MDCPS upon written notice to the Independent Contractor at least ninety (90) days prior to the contract anniversary date for a period of one (1) successive year under the same prices, terms, and conditions as in the original contract. The total number of renewal years permitted shall not exceed four (4). The renewal options shall end on April 30, 2022.

**2.6 Multiple Awards**

MDCPS reserves the right to make multiple awards.

**Section 3**

**3.1 Insurance**
The company represents that it will maintain workers' compensation insurance which shall inure to the benefit of all the company’s personnel performing services under this Contract, comprehensive general liability insurance, and employee fidelity bond insurance. All general liability, professional liability and fidelity bond insurance will provide coverage to MDCPS as an additional insured.

All insurance policies shall be issued by companies authorized to do business under the laws of the State of Mississippi. A certificate of insurance providing the aforesaid coverage shall be furnished to MDCPS prior to commencement of services resulting from this RFQ. MDCPS reserves the right to request from carriers, certificates of insurance regarding the required coverage. Insurance carriers must be licensed or hold a Certificate of Authority from the Mississippi Department of Insurance.

Section 4

4.2 Minimum Qualifications

Respondent shall have qualified staff that are licensed Social Workers with two years related experience or clinician with a Master’s Degree in Social Work or related field and licensed (LMFT, LPC and LMSW) or certified by the Department of Mental Health as a Certified Mental Health Practitioner.

4.3 Statement of Qualifications/Application Submission Requirements

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

- Statement of Qualifications/Application Cover Sheet (Attachment E);
- Statement of Qualifications/Application Form (Attachment F);
- Completed and signed Acknowledgement Form, if applicable (Attachment D);
- Resume’ listing abilities, qualifications and experience of all individuals who will be assigned to provide the required services;
- References (Attachment G);
- Detailed description of past experience in SAFE Home Study Services;
- Completed and signed Federal Debarment Verification Form (Attachment A);
- Completed and signed Partnership Debarment Verification Form (Attachment B);
- E-verify documentation;
- Completed W-9;
- Current Certificate of Liability Insurance;
- Minority Vendor Self Certification Form (Attachment K);
- Statement of Qualifications/Application Exception Summary Form (Attachment I); and,
- Completed and signed Proprietary Information Form (Attachment C).

Additional submission requirements include:
Mailing or hand delivering one original and one (1) copy of the Statement of Qualifications/Application shall be submitted in a sealed envelope or package to 750 North State Street, Jackson, MS 39205. The original Statement of Qualifications/Application must be marked “ORIGINAL”. All documents contained in the original Statement of Qualifications/Application must have original signatures and must be signed by a person who is authorized to bind the applicant. All additional Statement of Qualifications/Application sets may contain photocopies of the original package. Sealed Statement of Qualifications/Application should be labeled as follows:

Request for Qualifications for SAFE Home Study
RFQ No. 2018SAFE001-Opening Date: March 15, 2017, 4:00, p.m., Central Time
Mississippi Department of Child Protection Services
750 North State Street
Jackson, Mississippi 39205
SEALED STATEMENT OF QUALIFICATIONS/APPLICATION PACKAGE
***DO NOT OPEN***

- Timely submission of the Statement of Qualifications/Application package is the responsibility of the applicant. Statement of Qualifications/Application received after the specified time will be rejected, shall not be considered for award and applicants shall be notified as soon as practicable of late bid. The time and date of receipt by MDCPS will be indicated on the envelope or package by MDCPS staff.
- Each page of the Statement of Qualifications/Application form and all attachments must be identified with the name of the applicant.
- MDCPS reserves the right to decide, on a case-by-case basis, whether to reject a Statement of Qualifications/Application with modifications or additions as non-responsive.
- Any applicant claiming that its Statement of Qualifications/Application contains information exempt from the Mississippi Public Records Act (Miss. Code Ann. §§ 2561-1 et seq.), shall segregate and mark the information as confidential and provide the specific statutory authority for the exemption.
- All Statement of Qualifications/Application packages must be received by MDCPS no later than 3:00 p.m. CT, Thursday, March 2, 2017. Statement of Qualifications/Applications submitted via facsimile (faxes) or email will not be accepted. It is recommended that if a Statement of Qualifications/Application is mailed to MDCPS, it should be posted in certified mail with a return receipt requested. MDCPS will not be responsible for mail delays or lost mail.

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

4.2.2 Responsive Applicant
Applicant must submit a Statement of Qualifications/Application which conforms in all material respects to this RFQ (RFQ No. 2018SAFE001), as determined by MDCPS.

4.2.3 Responsible Applicant

Applicant must have capability in all respects to perform fully the contract requirements and the integrity and reliability which will assure good faith performance, as determined by MDCPS.

4.3 Nonconforming Terms and Conditions

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

4.3 Evaluation Procedure

4.3.1 Evaluation Factors

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

(2) The company'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) 25 Points*

(3) The number of personnel, equipment, facilities, and financial resources available 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 including a minimum of 70 SAFE home studies in a 12 month time frame. *(Critical) 50 Points*

**Total: 100 Points**
4.5 Award
The contract will be awarded by written notice, to the highest ranked Applicant(s) whose statement of qualifications meets the requirements and criteria set forth in this Request for Qualifications.

4.6 Basis of Award

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

Phase 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 (typed, indexed, divided and in required order);
- Required number of copies along with the original Statement of Qualifications/Application provided;
- Signed Statement of Qualifications/Application Cover Sheet provided (Attachment E);
- Responsiveness to the questions contained on the Statement of Qualifications/Application Cover Sheet;
- Signed Statement of Qualifications/Application Form provided (Attachment F);
- Completed and signed Acknowledgement Form, if applicable (Attachment D);
- Resume’ listing abilities, qualifications and experience of all individuals who will be assigned to provide the required services;
- Required number of references provided (Attachment G);
- Detailed description of past experience in SAFE Home Study Services;
- Acceptance of all Standard Terms and Conditions;
- Completed and signed Federal Debarment Verification Form (Attachment A);
- Completed and signed Partnership Debarment Verification Form (Attachment B);
- E-verify documentation;
- Completed W-9;
- Current Certificate of Liability Insurance;
- Minority Vendor Self Certification Form (Attachment K);
- Statement of Qualifications/Application Exception Summary Form (Attachment I); and,
- Completed and signed Proprietary Information Form (Attachment C).

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 H) from reference interviews by MDCPS staff with one applicant reference (for a total minimum score of four) will be found to be responsible. These applicants will continue to the next phase, while applicants that are not determined to be responsible will be notified in writing of such determination.

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

Phase 3: During this phase of the review process, all remaining Statement of Qualifications/Applications will be reviewed to assess the applicant’s qualifications with regard to SAFE Home Study Services as well as expertise in the minimum qualifications listed in Section 4. Each Statement of Qualifications/Application will be scored using the Evaluation Criteria outlined in Section 4.3.1. The highest scoring applicants (must have a minimum score of 80) will be considered for funding.

4.7 Notification

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

Section 5

5.1 Post-Award Debriefing Request

An Applicant, successful or unsuccessful, may request a post-award debriefing, in writing, by U.S. mail or electronic submission, to be received by the agency within three (3) business days of notification of the contract award. A debriefing is a meeting and not a hearing; therefore, legal representation is not required. If an Applicant prefers to have legal representation present, the Applicant 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 Debriefing, of the Mississippi Personal Service Contract Review Board’s Rules and Regulations.

5.2 Protests

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

**5.3 Statement of Qualifications/Application Exceptions**

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

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

- **5.3.1.1** The specification is not a matter of State law;
- **5.3.1.2** The Application still meets the intent of the RFQ;
- **5.3.1.3** A Statement of Qualifications/Application Exception Summary Form is included with the Application; and
- **5.3.1.4** The exception is clearly explained, along with any alternative or substitution the Applicant proposes to address the intent of the specification, on the Statement of Qualifications/Application Exception Summary Form.

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

- **5.3.1.6** The Applicant will withdraw the exception and meet the specification in the manner prescribed;
- **5.3.1.7** MDCPS will determine that the exception neither poses significant risk to the project nor undermines the intent of the RFQ and will accept the exception;
- **5.3.1.8** MDCPS and the Applicant will agree on compromise language dealing with the exception and will insert same into the contract; or
- **5.3.1.9** None of the above actions is possible, and MDCPS either disqualifies the Application or withdraws the award and proceeds to the next ranked Applicant.

**5.3.2** Shall MDCPS and the Applicant reach a successful agreement, MDCPS will sign adjacent to each exception which is being accepted or submit a formal written response to the Application Exception Summary responding to each of the Applicant’s exceptions. The Statement of Qualifications/Application Exception Summary Form is included with the Application; and

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

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

- **5.3.4.1** The Applicant will withdraw the exception and meet the specification in the manner prescribed;
- **5.3.4.2** MDCPS will determine that the exception neither poses significant risk to the project nor undermines the intent of the RFQ and will accept the exception;
- **5.3.4.3** MDCPS and the Applicant will agree on compromise language dealing with the exception and will insert same into the contract; or
- **5.3.4.4** None of the above actions is possible, and MDCPS either disqualifies the Application or withdraws the award and proceeds to the next ranked Applicant.

**5.3.5** Shall MDCPS and the Applicant reach a successful agreement, MDCPS will sign adjacent to each exception which is being accepted or submit a formal written response to the Application Exception Summary responding to each of the Applicant’s exceptions. The Statement of Qualifications/Application Exception Summary Form is included with the Application; and

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

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

- **5.3.7.1** The Applicant will withdraw the exception and meet the specification in the manner prescribed;
- **5.3.7.2** MDCPS will determine that the exception neither poses significant risk to the project nor undermines the intent of the RFQ and will accept the exception;
- **5.3.7.3** MDCPS and the Applicant will agree on compromise language dealing with the exception and will insert same into the contract; or
- **5.3.7.4** None of the above actions is possible, and MDCPS either disqualifies the Application or withdraws the award and proceeds to the next ranked Applicant.

**5.3.8** Shall MDCPS and the Applicant reach a successful agreement, MDCPS will sign adjacent to each exception which is being accepted or submit a formal written response to the Application Exception Summary responding to each of the Applicant’s exceptions. The Statement of Qualifications/Application Exception Summary Form is included with the Application; and

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

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

- **5.3.10.1** The Applicant will withdraw the exception and meet the specification in the manner prescribed;
- **5.3.10.2** MDCPS will determine that the exception neither poses significant risk to the project nor undermines the intent of the RFQ and will accept the exception;
- **5.3.10.3** MDCPS and the Applicant will agree on compromise language dealing with the exception and will insert same into the contract; or
- **5.3.10.4** None of the above actions is possible, and MDCPS either disqualifies the Application or withdraws the award and proceeds to the next ranked Applicant.

**5.3.11** Shall MDCPS and the Applicant reach a successful agreement, MDCPS will sign adjacent to each exception which is being accepted or submit a formal written response to the Application Exception Summary responding to each of the Applicant’s exceptions. The Statement of Qualifications/Application Exception Summary Form is included with the Application; and

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

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

- **5.3.13.1** The Applicant will withdraw the exception and meet the specification in the manner prescribed;
- **5.3.13.2** MDCPS will determine that the exception neither poses significant risk to the project nor undermines the intent of the RFQ and will accept the exception;
- **5.3.13.3** MDCPS and the Applicant will agree on compromise language dealing with the exception and will insert same into the contract; or
- **5.3.13.4** None of the above actions is possible, and MDCPS either disqualifies the Application or withdraws the award and proceeds to the next ranked Applicant.
Exception Summary Form, with those exceptions approved by MDCPS, will become a part of any contract on acquisitions made under this RFQ.

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

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

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

5.3 Required Contract Terms and Conditions

Any contract entered into between MDCPS and a vendor/applicant shall include the required clauses found in Attachment J and those required by the Personal Service Contract Review Board’s Rules and Regulations as updated.

5.4 Attachments

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

MISSISSIPPI DEPARTMENT OF CHILD PROTECTION SERVICES

FEDERAL DEBARMENT VERIFICATION FORM

*Please Print/Type Clearly in Blue Ink*

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<tr>
<td><a href="http://www.sam.gov">www.sam.gov</a> (Respond Yes or No)</td>
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</tr>
<tr>
<td>Registration Status (Type Active or Inactive)</td>
<td></td>
</tr>
<tr>
<td>Active Exclusions (Type Yes or No)</td>
<td></td>
</tr>
</tbody>
</table>

I hereby certify that _______________________________ is not on the list for federal debarment on www.sam.gov – System for Award Management.

__________________________________________           ___________________
Signature of Authorized Official                     Date
ATTACHMENT B

MISSISSIPPI DEPARTMENT OF CHILD PROTECTION SERVICES

PARTNERSHIP DEBARMENT VERIFICATION FORM

*Please Print/Type Clearly in Blue Ink*

<table>
<thead>
<tr>
<th>Company’s Name</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Authorized Official’s Name</td>
<td></td>
</tr>
<tr>
<td>DUNS Number</td>
<td></td>
</tr>
<tr>
<td>Address</td>
<td></td>
</tr>
<tr>
<td>Phone Number</td>
<td></td>
</tr>
</tbody>
</table>

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
ATTACHMENT C

Proprietary Information Form

Did the Applicant submit any information to the MDCPS for the RFQ No. 2018SAFE001 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
ACKNOWLEDGEMENT OF AMENDMENT

Revised April 19, 2016

ATTACHMENT D

Acknowledgement of Amendment to RFQ No. 2018SAFE001

I, ________________________, acknowledge that RFQ No. 2018SAFE001 has been amended on
Authorized Official’s Name
________________________ to include the following:
Date

________________________________________________________________________________________

________________________________________________________________________________________

________________________________________________________________________________________

I, ________________________, understand that Statement of Qualifications/Applications will only
Authorized Official’s Name

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

____________________________
Name of Company

__________________________
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 1.9 of this RFQ.
ATTACHMENT E

Statement of Qualifications/Application Cover Sheet

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

PLEASE MARK YOUR ENVELOPE:

Request for Qualifications for SAFE Home Study Services  
RFQ No. 2018SAFE001Opening Date: March 15, 2017, 4:00, p.m., Central Time  
Mississippi Department of Child Protection Services  
750 North State Street  
Jackson, Mississippi 39205  
SEALED STATEMENT OF QUALIFICATIONS/APPLICATION PACKAGE  
***DO NOT OPEN***

Date Submitted: _________________

Applicant Organization Information:

Company Name:______________________________________________________________

Mailing Address: ___________________________________________________________________

Authorized Official: ____________________________________________________________

Phone: ( ) ____________________ Email: ______________________________

Tax I.D. No.:__________________________ DUNS No.:______________________________

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

Contact Person for Applicant:

Name: ___________________________ Title: __________________________

Phone: ( ) ____________________ Email: ______________________________

Name of Applicant:______________________________________________
Name of Applicant:______________________________________________

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

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

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

______________________________________________________________________________

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

______________________________________________________________________________

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

______________________________________________________________________________

______________________________________________________________________________

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

______________________________________________________________________________

______________________________________________________________________________

______________________________________________________________________________

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

___________________________________________________________
Signature of Authorized Official/Title
(No stamped signature)                                      Date
ATTACHMENT F

Statement of Qualifications/Application Form for SAFE Home Study Services

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

○ SAFE Home Study Services

<table>
<thead>
<tr>
<th>Applicant</th>
<th>Telephone Number</th>
<th>Email Address</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

SAFE Home Study Contract Rate Schedule

The compensation for these services is $2,250 per completed home study ($500 per visit, per incomplete home study).

| SAFE Home Study completed within 1-90 days | 100% cost reimbursement |
| SAFE Home Study completed within 91-120 days | 75% cost reimbursement |
| SAFE Home Study completed over 120 days | 50% cost reimbursement |

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

_________________________________
Authorized Representative
1. That he/she has thoroughly read and understands the Request for Qualifications and Attachments thereto;

2. That the company meets all requirements and acknowledges all certifications contained in the Request for Qualifications and Attachments thereto;

3. That the company agrees to all provisions of the Request for Qualifications and Attachments thereto including, but not limited to, the Required Clauses to be included in any contract resulting from this RFQ (Attachment J);

4. That the company will perform the services required at the prices indicated above;

6. The company represents that its workers are licensed, certified and possess the requisite credentials to perform SAFE Home Study services.

7. **NON-DEBARMENT**-By submitting a Statement of Qualifications/Application, the company certifies that it is not currently debarred from submitting qualifications for contracts issued by any political subdivision, agency of the State of Mississippi, or any other state and that it is not an agent of a person or entity that is currently debarred from submitting qualifications for contracts issued by any political subdivision, agency of the State of Mississippi, or any other state.

8. **INDEPENDENT PRICE DETERMINATION**-The company certifies that the prices submitted in response to the solicitation have been arrived at independently and without (for the purpose of restricting competition) any collusion, consultation, communication, or agreement with any other Applicant or competitor relating to those prices, the intention to submit a qualifications, or the methods or factors used to calculate the prices qualifications/offered.

9. **PROSPECTIVE CONTRACTOR’S REPRESENTATION REGARDING CONTINGENT FEES**-The prospective contractor represents as a part of such Contractor’s qualifications or proposal that such Contractor has/has not (please circle applicable word or words) retained any person or agency on a percentage, commission, brokerage, or other contingent arrangement to secure this contract.

10. **REPRESENTATION REGARDING CONTINGENT FEES**-The company represents that it **has/has not** (please circle applicable word or words) retained a person to solicit or secure a State contract upon an agreement or understanding for a commission, percentage, brokerage, or other contingent fee, except as disclosed in the company’s qualifications or proposal.

11. **REPRESENTATION REGARDING GRATUITIES**-The bidder, applicant, or contractor represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 6-204 (Gratuities) of the Mississippi Personal Service Contract Review Board Rules and Regulations.
Note: Please be sure to circle the applicable word or words on numbers 9 (Prospective Contractor’s Representation Regarding Contingent Fees) and 10 (Representation Regarding Contingent Fees) above. Failure to circle the applicable word or words and/or sign the qualifications form may result in the qualifications being rejected as non-responsive. Modifications or additions to any portion of this qualification may be cause for rejection of qualifications.
ATTACHMENT G

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: ____________________________________________
Applicant may submit as many references as desired by submitting as many additional copies of Attachment G, 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. MDCPS staff must be able to contact one reference within two MDCPS business days of Statement of Qualifications/Application opening for applicant to be considered responsive.
Name of Applicant:______________________________________________

ATTACHMENT H

Reference Score Sheet

TO BE COMPLETED BY MDCPS STAFF ONLY

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

Applicant Name:______________________________________________________

Reference Name:______________________________________________________

Spoke to:____________________________________________________________

Score:______________________________________________________________

<table>
<thead>
<tr>
<th></th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>Able to provide services in a timely manner?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Satisfied with ________services provided? If no, please explain.</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>Applicant easy to work with?</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>Applicant listened when you had an issue and readily offered a solution? If never an issue, please check here_______.)</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>Would you recommend?</td>
<td>Yes</td>
<td>No</td>
</tr>
</tbody>
</table>

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

Do you have any business or professional interest in the bidder’s organization? If yes, please explain. | Yes | No |

Called by:__________________________________________________________

Date/Time:__________________________________________________________
ATTACHMENT I

Statement of Qualifications/Application Exception Summary Form

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

<table>
<thead>
<tr>
<th>RFQ Reference</th>
<th>Applicant Qualification Reference</th>
<th>Brief Explanation of Exception</th>
<th>MDCPS Acceptance (sign here only if accepted)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Reference specific outline point to which exception is taken</td>
<td>Page, section, items in Applicant’s qualification where exception is explained</td>
<td>Short description of exception being made</td>
<td></td>
</tr>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
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<tr>
<td>7</td>
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<td></td>
<td></td>
</tr>
</tbody>
</table>
ATTACHMENT J
STATE OF 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 Name] (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, captioned, and the “2nd Modified Mississippi Settlement Agreement and Reform Plan,” attached hereto as Exhibit B, and incorporated herein by reference.

4. General Terms and Conditions. This contract is hereby made subject to the terms and conditions included in Exhibit “B”, captioned “Additional Terms and Conditions”, which is attached hereto and made a part hereof by reference.

5. Consideration. As consideration for the performance of this Contract, the Independent Contractor shall be paid a fee not to exceed __________($__________) in accordance with the Budget attached hereto as Exhibit C. It is expressly understood and agreed that in no event shall the total compensation paid hereunder exceed the specified amount of _______($_______).

6. 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 parties hereto.

7. 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.
8. **Method of Payment.** Independent Contractor agrees to accept payments referenced in Paragraph 5, “Consideration”, to be paid as billed by Contractor, upon review and approval by MDCPS. Independent Contractor agrees to submit invoices to the Agency 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 contract.invoices@mdcps.ms.gov.

9. **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.

10. **Availability of Funds.** It is expressly understood and agreed that the obligation of 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.

11. **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.

12. **Representation Regarding Gratuities.** The bidder, Applicant, or 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.

13. **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.
14. **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.

15. **Stop Work Order.**

   a. **Order to Stop Work:** The Procurement Officer, 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 Procurement Officer 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 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.

   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.
16. **Termination for Convenience.**

   a. *Termination.* The Commissioner or designee may, when the interests of the State so require, terminate this contract in whole or in part, for the convenience of the State. The Commissioner or designee shall give written notice of the termination to Contractor specifying the part of the contract terminated and when termination becomes effective.

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

17. **Termination for Default.**

   a. *Default.* If Independent Contractor refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract or any extension thereof, or otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the Commissioner or designee may notify Independent Contractor in writing of the delay or nonperformance and if not cured in ten (10) days or any longer time specified in writing by the Commissioner or designee, such officer may terminate Independent Contractor’s right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the Commissioner or designee may procure similar supplies or services in a manner and upon terms deemed appropriate by the Commissioner or designee. Independent Contractor shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.

   b. *Contractor's Duties.* Notwithstanding termination of the contract and subject to any directions from the procurement officer, Independent Contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of Independent Contractor in which the State has an interest.

   c. *Compensation.* Payment for completed services delivered and accepted by the State shall be at the contract price. The State may withhold from amounts due Independent Contractor such sums as the Commissioner or designee deems to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders and to reimburse the State for the excess costs incurred in procuring similar goods and services.
d. *Excuse for Nonperformance or Delayed Performance.* Except with respect to defaults of subcontractors, Independent Contractor shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by Independent Contractor to make progress in the prosecution of the work hereunder which endangers such performance) if Contractor has notified the Commissioner or designee within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the State and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, Independent Contractor shall not be deemed to be in default, unless the services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit Independent Contractor to meet the contract requirements. Upon request of Independent Contractor, the Commissioner or designee shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, Independent Contractor’s progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly, subject to the rights of the State under the clause entitled in fixed-priced contracts, “Termination for Convenience”. (As used in this Paragraph of this clause, the term “subcontractor” means subcontractor at any tier).

e. *Erroneous Termination for Default.* If, after notice of termination of Independent Contractor’s right to proceed under the provisions of this clause, it is determined for any reason that the contract was not in default under the provisions of this clause, or that the delay was excusable under the provisions of Paragraph (4) (Excuse for Nonperformance or Delayed Performance) of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the State, be the same as if the notice of termination had been issued pursuant to such clause.

f. *Additional Rights and Remedies.* The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

18. **Termination Upon Bankruptcy.** This contract may be terminated in whole or in part by Agency upon written notice to Independent Contractor, if Independent Contractor should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by Independent Contractor of an assignment for the benefit of its creditors. In the event of such termination, Independent Contractor shall be entitled to recover just and equitable compensation for satisfactory work performed under this contract, but in no case shall said compensation exceed the total contract price.

19. **E-Payment.** Independent Contractor agrees to accept all payments in United States currency via the State of Mississippi’s electronic payment and remittance vehicle. MDCPS agrees to make payment in accordance with Mississippi law on “Timely Payments for Purchases by
Public Bodies,” which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of invoice. Mississippi Code Annotated § 31-7-305.

20. **E-Verify** If applicable, Independent Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008, and will register and participate in the status verification system for all newly hired employees. Mississippi Code Annotated §§ 71-11-1 *et seq.* The term “employee” as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, “status verification system” means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. 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 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, Independent Contractor would also be liable for any additional costs incurred by the State due to Contract cancellation or loss of license or permit to do business in the State.

21. **Transparency.** This contract, including any accompanying exhibits, attachments, and appendices, is subject to the “Mississippi Public Records Act of 1983,” and its exceptions. See Mississippi Code Annotated §§ 25-61-1 *et seq.* and Mississippi Code Annotated § 79-23-1. In addition, this contract is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Mississippi Code Annotated §§ 27-104-151 *et seq.* Unless exempted from disclosure due to a court-issued protective order, a copy of this executed contract is required to be posted to the Department of Finance and Administration’s independent agency contract website for public access at [http://www.transparency.mississippi.gov](http://www.transparency.mississippi.gov). Information identified by Independent Contractor as trade secrets, or other proprietary information, including confidential vendor information or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes, will be redacted.

22. **Paymode.** Payments by state agencies using the State’s accounting system shall be made and remittance information provided electronically as directed by the State. These payments shall be deposited into the bank account of Independent Contractor’s choice. The State may, at its sole discretion, require Independent Contractor to electronically submit invoices and supporting documentation at any time during the term of this Agreement. Independent
Contractor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.

23. **Procurement Regulations.** The contract shall be governed by the applicable provisions of the [Mississippi Personal Service Contract Review Board Rules and Regulations](http://www.mspb.ms.gov), 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](http://www.mspb.ms.gov).

24. **Trade Secrets, Commercial and Financial.** It is expressly understood that Mississippi law requires that the provisions of this contract which contain the commodities purchased or the personal or professional services provided, the price to be paid, and the term of the contract shall not be deemed to be a trade secret or confidential commercial or financial information and shall be available for examination, copying, or reproduction.

25. **Requirements Contract.** During the period of the contract, Independent Contractor shall provide all the service described in the contract. Independent Contractor understands and agrees that this is a requirements contract and that MDCPS shall have no obligation to Independent Contractor if no services are required. Any quantities that are included in the scope of work reflect the current expectations of MDCPS for the period of the contract. The amount is only an estimate and Independent Contractor understands and agrees that MDCPS is under no obligation to Independent Contractor to buy any amount of the services as a result of having provided this estimate or of having any typical or measurable requirement in the past. Independent Contractor further understands and agrees that MDCPS may require services in an amount less than or in excess of the estimated annual contract amount and that the quantity actually used, whether in excess of the estimate or less than the estimate, shall not give rise to any claim for compensation other than the total of the unit prices in the contract for the quantity actually used.

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

---

By: [Independent Contractor’s Name]  
[Independent Contractor (name of company)]

By: Dr. David A. Chandler, Commissioner  
Mississippi Department of Child Protection Services
ATTACHMENT K

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                      Women Business Enterprise
___A (Asian Indian)                  ___M (Asian Indian)
___B (Asian Pacific)                  ___N (Asian Pacific)
___C (Black American)                 ___O (Black American)
___D (Hispanic American)              ___P (Hispanic American)
___E (Native American)                ___Q (Native American)
                                      ___R (Other) Non Ethnic Women

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

Business: _____________________________________________ Certified by: _____________________________

Date: ________________ Title: ________________ Name Printed: _____________________________

Issue Date March 31, 2002
ATTACHMENT L

2\textsuperscript{nd} Modified Mississippi Settlement Agreement and Reform Plan

(See Mississippi Department of Child Protection Services Website)

https://www.mdcps.ms.gov/olivia-y-lawsuit/