



Request for Proposals
RFP No. 2019MCI001
Issue Date: July 8, 2019

MDCPS WELCOMES PARTICIPATION OF MINORITY BUSINESSES

INVITATION: Sealed Request for Proposals, subject to the attached conditions, will be received at this office until August 1, 2019, 12:00 p.m., Central Time for the acquisition of the product/services described below.

Mississippi Centralized Intake

Request for Proposals Coordinator: Leigh Washington contracts@mdcps.ms.gov

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 (www.mdcps.ms.gov) 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.

MDCPS RESERVES THE RIGHT TO REJECT ANY AND ALL REQUEST FOR 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.

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Section 1

1.1 Background

Mississippi Department of Child Protection Services (MDCPS) is the agency authorized by state statute to promulgate regulations, policies, and procedures necessary to implement the state's child welfare system and to ensure safety, permanency, and well-being for Mississippi's families and children. The agency's mission is to lead Mississippi's efforts in keeping children and youth safe and thriving by strengthening families, preventing child abuse, neglect and exploitation, and promoting child and family well-being and permanent family connections. The agency's vision is that Mississippi's children grow up in strong families, safe from harm, and supported through partnerships to promote family stability and permanency. The agency's mission and vision are summed up in a succinct motto used for practice-- "Safe at Home."

The agency structure includes a State Office in Jackson, Mississippi for administrative purposes and at least one office in each of the 82 Mississippi counties, from which MDCPS employees implement field operations by serving the families located in that county while collaborating with respective local courts and community providers. The 82 counties are grouped into 14 Regions administrated by Regional Directors, and those 14 Regions are grouped into 3 main Field Operations areas, labeled as Field Operations East, West, and South, administrated by 3 Deputy Directors.

1.2 Proposal Acceptance Period

One (1) original and six (6) copies shall be submitted to 750 North State Street, Jackson, MS 39205 no later than the time and date specified for receipt of proposals. One (1) of the copies should be on a USB Flash Drive in a single document in either a searchable Microsoft Word or Adobe Acrobat (PDF) format. The original and six (6) copies must include identifiable exhibits. The identifiable exhibits should be separated from the other sections of the proposal.

Timely submission of the Proposals is the responsibility of the Proposer. Proposals received after the specified time, shall be rejected. The envelope or package shall be marked with the proposal opening date and time and the number of the request for proposals. The time and date of receipt shall be indicated on the envelope or package.

1.2.1 Required Letter of Intent

Proposers shall notify MDCPS of their intention to submit a Proposal. The letter of intent (**Attachment J**) shall be submitted via email to contracts@mdcps.ms.gov by July 26, 2019, 12:00 p.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@mdcps.ms.gov shall acknowledge receipt of letter of intent via email **A NON--ACKNOWLEDGEMENT is a NON-RECEIPT of required letter of intent. It is the Proposer's sole responsibility to ensure timely receipt.**

1.2.3 Timeline

Task	Date
Advertisement	July 8, 2019; July 15, 2019
Receive Questions for Clarification Deadline	July 22, 2019, 12:00 p.m., CT
Respond in Writing to Clarification (www.mdcps.ms.gov)	July 24, 2019
Required Letter of Intent Deadline	July 26, 2019, 12:00 p.m., CT
Proposal Deadline	August 1, 2019, 12:00 p.m., CT
Proposal Opening	August 1, 2019, 1:00 p.m., CT
Phase I Review (Responsiveness)	August 1, 2019, 2:00 p.m., CT
Reference Check (Responsibility)	August 2 & 5, 2019
Phase II Evaluation of Proposal(s)	August 6, 2019
Phase III (Selection)	August 9, 2019 or later
Proposed Written Notification to Proposal(s)	August 16, 2019 or later
Proposed Period of Performance	September 14, 2019-September 13, 2020

1.3 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.

1.4 Registration with Mississippi Secretary of State

By submitting a Proposal, the Proposer certifies that it is registered to do business in the State of Mississippi as prescribed by the Mississippi Secretary of State or, if not already registered, that it will do so within three (3) days of being offered an award. Proof of registration shall be furnished provided with proposal by the specified deadline date. Sole proprietors are not required to register with Mississippi Secretary of State.

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

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

https://sus.magic.ms.gov/sap/bc/webdynpro/sapsrm/wda_e_suco_sreg?sap-client=100

Supplier number shall be furnished upon request within three (3) business days of written notification of award.

1.6 Minority Vendor Self-Certification

The State of Mississippi, in an effort to capture participation by minority Vendors, asks that each Proposer review the State of Mississippi Minority Vendor Self Certification Form

https://www.mississippi.org/assets/docs/minority/minority_vendor_selfcertform.pdf. This information is for tracking/reporting purposes only, and will not be used in determining which Proposer will be chosen for the services outlined in Section 2.3.

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

If Proposer is claiming status as a Minority Business Enterprise or Woman Business Enterprise, the Proposer must complete the Minority Vendor Self-Certification Form. (See **Attachment Q**)

1.7 Debarment

By submitting a Proposal, the Proposer certifies that it is not currently debarred from submitting Proposal 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. Written documentation that Proposer (and its partners, if applicable) are not currently debarred shall be provided with proposal by specified deadline. (See **Attachments O and P**)

1.8 Additional Information

Questions related to services shall be submitted in writing to Tamara Garner at Contracts@mdcps.ms.gov no later than July 22, 2019, 12:00 p.m., Central Time. Questions concerning the technical portions of the Request for Proposals should be directed to Leigh Washington at Contracts@mdcps.ms.gov no later than July 22, 2019, 12:00 p.m., Central Time. Respondents are cautioned that any statements made by the contact or technical contact person that materially change any portion of the Request for Proposals shall not be relied upon unless subsequently ratified by a formal written amendment to the Request for Proposals. 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 July 24, 2019. **MDCPS will not be held liable or responsible or responses to proposers by persons other than the persons specifically designated in this section.** Questions and Answers will be issued as an amendment and Proposers should acknowledge receipt of this amendment to the solicitation by signing and returning the amendment with the proposals, by identifying the amendment number and date in the space provided for this purpose on **Attachment C**. The acknowledgement must be received no later than the time and date specified for receipt of proposals. It is the Proposer's sole responsibility to monitor the website (www.mdcps.ms.gov) for the amendments to this RFP.

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

1.9 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) and return completed Proprietary Information Form (**Attachment G**). Any pages not marked accordingly will be subject to review by the general public after award of the contract. Requests to review the proprietary information will be handled in accordance with applicable legal procedures.

1.10 Type of Contract – Firm Fixed Price Agreement

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

1.11 Written Proposals

All Request for Proposals shall be in writing.

1.12 Acknowledgement of Amendments

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

1.13 E-verify

If applicable, Independent Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008, and will register and participate in the status verification system for all newly hired employees. Mississippi Code Annotated §§ 71-11-1 et seq. The term “employee” as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, “status verification system” means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Independent Contractor agrees to maintain records of such compliance. Upon request of the State and after approval of the Social Security Administration or Department of Homeland Security when required, Independent Contractor agrees to provide a copy of each such verification. Independent Contractor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws. The breach of this agreement may subject Independent Contractor to the following:

- a. termination of this contract for services and ineligibility for any state or public contract in Mississippi for up to three (3) years with notice of such cancellation/termination being made public;
- b. the loss of any license, permit, certification or other document granted to Independent Contractor by

an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year; or, c. both.

In the event of such cancellation/termination, Independent Contractor would also be liable for any additional costs incurred by the State due to Contract cancellation or loss of license or permit to do business in the State. E-verify registration documentation shall be submitted with proposal by the specified deadline. (See <https://www.uscis.gov/everify/e-verify-enrollment-page>).

1.14 Taxpayer Identification Number/Federal Tax Identification Number

Taxpayer Identification Number (TIN) and Employer Identification Number (EIN) are defined as a nine-digit number that the IRS assigns to organizations. A completed W9 including valid TIN/EIN shall be submitted with proposal by the specified deadline. (See <https://www.irs.gov/pub/irs-pdf/fw9.pdf>)

Section 2

2.1 Type of Contract

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

2.2 Purpose

The Mississippi Department of Child Protection Services (MDCPS) is seeking a vendor to provide 24-hour hotline for reports of child abuse and neglect.

2.3 Scope of Services

Agency operations must comply with state laws and federal laws, as monitored regularly by the national child welfare agency (Children's Bureau under the Administration for Children and Families within United States Department of Health and Human Services) and the Mississippi Second Modified Settlement Agreement. MDCPS Policy, Standard Operating Procedures, and related training materials will guide the intake process of Mississippi Centralized Intake.

Description of Mississippi Centralized Intake (MCI)

Each state is required to have an intake system in which reports of child abuse and neglect can be received at any time of the day or night. Mississippi Centralized Intake is the system utilized by MDCPS to receive intake information and process it through a standardized screening method, document it accurately and timely, and ensure the information is relayed to the required recipients by approved methods, so the appropriate response can be given. The intake system is centralized, meaning that intakes received by any method throughout the state must be routed through Mississippi Centralized Intake for standardized screening and processing. Intake Specialists receive calls through a toll-free hotline and electronically from a web-based reporting tool. Intake information received in other ways, such as by mail or fax, will be forwarded to MCI for processing.

The intake system in Mississippi has been centralized since November, 2009. The number of intakes processed in the past three federal fiscal years (October 1 – September 30) has risen from 31,068 to 36,027. The number of Intake Specialists hours budgeted during the last year (September 2017 – August 2018) was approximately 61,401 hours.

Based on historical data, the majority of intakes are received from 8 am to 6 pm on weekdays, with an approximate range of 120-160 reports received in a 24-hour period Monday through Friday of each week. Approximately 35 intakes are received on each 24-hour period Friday and Saturday. Approximately 3-15 intakes are received during the overnight hours of midnight to 8:00 am. Intake volume decreases during state holidays and school holidays. As efficiency improves, it is expected that overall intake volume will increase and the rate of abandoned calls will decrease. The use of electronic reporting has increased from previous years and is expected to increase as awareness to mandated reporters is increased.

Services Required

The independent contractor will provide the Intake Specialists (full and/or part-time), one Routing Specialist (full-time), and one Human Resources Administrator (full time). The contractor will provide payroll services for the contracted employees. The on-site supervision and training of contracted employees and overall administration of the intake process will be the responsibility of MDCPS. MDCPS will provide the facility, equipment, office supplies, security, and equipment maintenance.

The Independent Contractor will perform the following services upon request of the Agency in fulfillment of the purposes of this contract.

1. The Independent Contractor will coordinate all communications with the Agency through the CPS Director of Centralized Intake Operations.
2. The Independent Contractor shall provide a worker or workers as requested by the Agency. Professional services are to be provided in three categories: (a) Intake Specialist (b) Routing Specialist (c) Human Resources Administrator

<p>Intake Specialist (62,400 hours/ yearly provided by multiple employees on schedules consistent with intake volume needs)</p>	<p>Summary of Duties:</p> <ul style="list-style-type: none"> • Intake Specialists will interact with callers or review information otherwise submitted (electronically, by mail, or by fax) related to allegations of child abuse, neglect, and exploitation or other concerns related to the safety or well-being of a child. • Intake Specialists will handle the information professionally and with a sense of urgency, ensuring that information is assessed accurately using standardized procedures, documented accurately, and relayed in a timely manner to required recipients. • Intake Specialists will work under the direction of MDCPS supervisors.
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	<p>Personnel must have the following:</p> <ul style="list-style-type: none"> • Social Work degree at the Bachelor's or Master's Level from an accredited school of Social Work OR one of the following related degrees at Bachelor's or Master's Level: Child and Family Studies, Child Development, Criminal Justice, Disciplinary Studies, Early Childhood and Family, Education and Human Science, Elementary Education, Family Studies, General Studies, Guidance Education, Interdisciplinary Studies, Education, Political Science, Psychology, Sociology, Nursing, Counseling, Marriage and Family Therapy, Educational Psychology, Social Services, or other related degrees approved by MDCPS. • Ability to guide callers through collection of information in a respectful, courteous, and time-efficient manner while assessing which information is pertinent • Ability to accurately document information collected in computer system in a manner that is clear, professional, and grammatically correct • Ability to demonstrate excellent communication skills • Ability to understand and apply policy and procedures during a call, as well as willingness to ask for help from supervisor when application is not clear • Ability to apply confidentiality laws to practice and notify supervisor of any potential conflicts of interest, having no conflicts of interest which affect Intake Specialist's ability to conduct self in a professional manner • Ability to articulate speech clearly and professionally without mumbling, slurring words, or using slang so that communication is effective with callers • Ability to conduct diligent research in computer systems and apply information obtained to documentation • Ability to take responsibility to develop self professionally in the field of social work • Ability to keep up with time demands for documentation and relaying information • Ability to prioritize tasks involving situations of imminent risk and child safety concerns which may need to be completed before other tasks • Ability to be receptive to training and coaching, taking constructive feedback from supervisory staff and using it to improve future work • Ability to spend majority of work time on phone and computer. • Ability and willingness to perform other related duties as assigned when not processing intakes • Ability to take professional responsibility for fulfilling the
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	<p>mission of the agency, with specific emphasis on professional handling of child safety concerns presented at intake</p> <ul style="list-style-type: none"> • Ability to listen to information or read information written by reporter and use skills to accurately assess the handling and documentation of the information • Ability to discern needs to make referrals to other agencies, according to policies and procedures • Ability to be detail-oriented to properly apply policy and procedures • Ability to accurately document all calls received as designated • Ability to ensure each call and associated documentation is processed and completed within the established timeframe • Ability to operate a computer and general office equipment as necessary to complete the essential functions • Ability to work in alternate location or remotely as designated during times when regular location is unavailable or when agency determines it is prudent • Ability to cross-train/substitute in Hotline Call Routing Specialist's absence to ensure coverage and enhance regular intake duties • Ability to receive background clearance as provided by Agency • Ability to disclose potential conflicts of interest and adhere to a conflict of interest management plan, as applicable
<p>Routing Specialist (1 Full-Time) (Responsible for monitoring the routing of calls and electronic intakes to ensure timeliness.)</p>	<p>Summary of Duties:</p> <ul style="list-style-type: none"> • Routing Specialist will monitor the call volume during designated times to ensure that calls are answered promptly to keep hold times and abandoned call rates in acceptable ranges. This will include apprising the MCI Operations Manager of any staffing adjustments or recommendations needed to accomplish the purpose. • Routing Specialist will ensure that all electronic reports are accounted for and processed timely by Intake Specialists. This will include apprising the MCI Operations Manager of any errors found which may need troubleshooting. <p>Personnel must have the following:</p> <ul style="list-style-type: none"> • Degree at the Associates, Bachelor's or Master's Level (no specific degree required) • At least one-year experience in work of a call-center, hotline, or dispatch is preferred • Experience in Leadership/Management of call-center, hotline, or dispatch is preferred

	<ul style="list-style-type: none"> • Ability to learn, develop, and effectively implement a method to monitor/manage call routing system and call-recording system for timely response • Ability to track, document, and communicate data to inform training, policy, or system needs and contribute to Continuous Quality Improvement, including analysis for any staffing pattern changes needed • Ability to train others on pertinent duties to provide back-up in absence of Routing Specialist • Ability to obtain background clearance as provided by the Agency
Human Resources Administrator (1 Full-Time)	<p>Summary of Duties:</p> <ul style="list-style-type: none"> • Human Resources Administrator will ensure that an adequate number of qualified staff are provided during all hours of operation as designated according to expected intake volume. • Human Resources Administrator will be responsible for the hiring of qualified staff to serve on the contract and coordinate with MDCPS staff for final hiring approval. • Human Resources Administrator will serve as the on-site contractor liaison, tracking time and performance for each contracted employee and meeting any other contracted employee needs related to Human Resources. • Human Resources Administrator must demonstrate the ability to discern whether Intake Specialist applicants meet the contract requirements for hiring, especially related to customer service skills, communication skills, confidentiality, professionalism, and management of potential conflicts of interest. <p>Personnel must have the following:</p> <ul style="list-style-type: none"> • Ability to serve as on-site liaison for the centralized intake program contractor and report to CPS Director of Centralized Intake Operations • Ability to recruit, interview, assess, and hire Intake Specialists and Routing Specialist according to Agency requirements. • Ability to maintain human resource records by keeping track of new hires, terminations, training received by each employee, and performance records of each employee • Strong phone, email, and in person communication skills • Excellent organizational skills with an ability to prioritize important projects • Ability to set and manage schedules to ensure that adequate staff are on-site to perform the designated duties during designated time-frames • Ability to obtain background clearance as provided by the Agency

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3. The Independent Contractor shall, with respect to all personnel provided to the Agency:

- a. Maintain a pool of employees sufficient to meet the Agency's needs (62,400 Hours Yearly, Full-time and/or Part Time) Intake Specialists with amount of staff for each shift to correlate with the intake workload, 1 Full Time Routing Specialist, 1 Full Time Human Resource Administrator)
- b. Accurately describe the job duties required to the contract professional employee per MDCPS Policy and Standard Operating Procedures;
- c. Designate a contact person(s) available twenty-four hours daily for communication with the Agency
- d. Provide orientation for all contract professional employees prior to hiring to include a competency checklist in customer service skills, spelling/grammatical accuracy, clear speech, word processing, confidentiality policy, security policy, and agency facility information, as required by the Agency;
- e. Ensure that contract professional employees demonstrate understanding and acknowledgement that they must fully comply with MDCPS policies and Mississippi Centralized Intake Standard Operating Procedures, with all related terms of the Second Modified Mississippi Settlement Agreement, state and federal laws, and all applicable regulations as now existing or as may be modified;
- f. Provide the required number of qualified staff during the shifts required, seven days a week, including weekends and holidays, including times when office is officially closed. The amount of personnel needed for each shift will be regularly assessed and adjusted according to the need to have adequate personnel to cover processing of intakes received during that shift. Part-time personnel, subject to the same requirements as full-time personnel, may be utilized to manage variations in workload as they arise. A 30-day notice will be given to contractor by MDCPS if the amount of Intake Specialist hours is to be increased. A 60-day notice will be given to independent contractor by MDCPS if the amount of Intake Specialist hours or shift time is to be decreased.
- g. Comply with Business Continuity Plan by relocating or working remotely as provided during times of significant weather events, power outages, or other situations interrupting the normal flow of operations.
- h. Administer and maintain all employment and payroll records, payroll processing, and payment of payroll checks and taxes, including the deductions required by state, federal and local laws such as social security and withholding taxes;
- i. Abide by all ordinances and laws pertaining to the Agency's operation and secure all required licenses and permits;
- j. Make all unemployment compensation contributions as required by federal and state laws and process claims as required;
- k. Ensure that the contract employees reports to work at the time and place specified by the Agency;
- l. Replace, at no additional expense to the Agency, any employee not performing satisfactorily within first two hours of work; and, at the request of MDCPS, agree to the replacement of an employee not found suitable for the required duties.
- m. Perform all services provided in the contract in accordance with customary and reasonable industry standards.

4. The Independent Contractor shall also:

- a. Ensure that all applicants submit to drug screening and background check screening, which may include criminal history information from local law enforcement database, state and federal (FBI) criminal history databases via fingerprinting, Sex Offender Registries, Department of Public Safety Records, Child Abuse and Neglect Central Registry, Licensure Boards, education and work history, the Agency's personnel and

case management records, references, and information related to potential conflicts of interest. Clearance for these screenings must be provided by the Agency before employee can be assigned to the contract and report to work. The Agency has the right and responsibility to deny clearance for any applicant who is not able to demonstrate his/her ability to serve in the required capacity. The clearance results will be in the form of “Approved” or “Not Approved” in order to meet requirements. There will be no recourse for an applicant who is not approved. This clearance may be renewed regularly or whenever there is a presented need and the results will be used to determine employee’s continued assignment to the contract.

- b. Independent Contractor must demonstrate to MDCPS that each applicant recommended for hire meets the qualifications set forth in the contract. This can be accomplished by 1) allowing inclusion of Agency Intake employee (at supervisory level or above) as part of the interview panel for applicants, 2) providing opportunity for Agency to separately interview applicants or 3) using another method approved by MDCPS. Independent Contractor must allow Agency to review all documents used for hiring decision. Interview process must include questions or methods to determine that employee demonstrates qualifications set forth above.
- c. Assigned employees will be trained and supervised by Agency employees. This will include initial, on-the-job, and on-going training as needed. Assigned employees will receive coaching and additional training when areas needing improvement are identified. Reasonable efforts will be made to assist assigned employee to achieve success in assigned duties. Assigned employees unwilling to be trained/coached or unable to make improvements to a level satisfactory to the Agency will be replaced by Contractor when notified.

2.4 Term/Renewal of Contracts

The term of the contract shall be for September 14, 2019 through September 13, 2020. The contract may be renewed at the discretion of MDCPS upon written notice to the independent contractor prior to the contract anniversary date for a period of one (1) successive year under the same prices, terms, and conditions as in the original contract. The total number of renewal years permitted shall not exceed four (4). The renewal options shall end on September 13, 2024.

Section 3

3.1 Insurance

The successful vendor shall maintain at least the minimum level of workers’ compensation insurance, comprehensive general liability or professional liability insurance, with minimum limits of at least \$1,000,000.00 per occurrence. All workers' compensation insurance, comprehensive general liability, professional liability will provide coverage to MDCPS as an additional insured.

All insurance policies shall be issued by companies authorized to do business under the laws of the State of Mississippi. A certificate of insurance providing the aforesaid coverage shall be provided with proposal by specified deadline. 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

4.1 Minimum Proposals

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

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

4.1.3 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.

4.1.4 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.

4.2 Proposal Submission Requirements

The sealed Proposals shall be typed, indexed and numbered to allow for ease of handling by MDCPS:

- Table of Contents;
- Completed and signed Proposal Cover Sheet (Attachment A);
- Signed Statement of Proposal Form provided (Attachment B);
- Required Letter of Intent acknowledgement email from contracts@mdcps.ms.gov;
- Completed and signed Acknowledgement of Amendment Form, **if applicable** (Attachment C);
- Statement of Proposal Summary Form (Attachment D);
- Acceptance of MDCPS Standard Terms and Conditions (Attachment E);
- Completed and signed Pre-Proposer's Statement of Acknowledgement (Attachment F) Completed and signed Proprietary Information Form (Attachment G);
- Detailed description of past experience of services described in Section 2.3
- Resume' listing abilities, proposals and experience of all individuals who will be assigned to provide the required services;
- Required number of references provided (Attachment H);
- A budget narrative including an itemized list of all expenditures for the services and activities covered by the Proposal with no additional or hidden fees (Attachment M);
- Proposer's financial statement for previous fiscal year;
- Plan to ensure that all requests are being met and that the proposer is able to identify and resolve problems which occur;
- Method(s) for estimating and documenting personnel hours spent by staff on program activities to be sure they are sound and fair; (Personnel, equipment, facilities, to perform the services currently available or demonstrated to be made available at the time of contracting);
- Documentation of understanding the importance of interacting with the appropriate MDCPS staff and presenting a plan to do so appropriately; and
- Identification of in-house resources vs. contracted resources.

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

Additional submission requirements include:

- Mailing or hand delivering one (1) original and five (5) copies of the Proposals in accordance with Section 1.2 shall be submitted in a sealed envelope or package to 750 North State Street, Jackson, MS 39205. The original and five (5) copies of Proposals must be marked "ORIGINAL AND FIVE COPIES WITH IDENTIFIABLE EXHIBITS".

Sealed Proposals should be labeled as follows:

Request for Proposals for Mississippi Centralized Intake
RFP No. 2019MCI001 ORIGINAL AND FIVE COPIES WITH IDENTIFIABLE EXHIBITS
PROPOSAL DEADLINE: August 1, 2019, 12:00 p.m., Central Time
OPENING DATE: August 1, 2019 1:00 p.m., Central Time
Mississippi Department of Child Protection Services
750 North State Street Leigh Washington Jackson, Mississippi 39205
SEALED PROPOSAL PACKAGE *DO NOT OPEN*****

- Timely submission of the Proposals package is the responsibility of the Proposer. Proposals received after the specified time will be immediately rejected, shall not be considered for award and Proposers shall be notified as soon as practicable of late proposal. The time and date of receipt by MDCPS will be indicated on the envelope or package by MDCPS staff.
- MDCPS reserves the right to decide, on a case-by-case basis, whether to reject a Proposal with modifications or additions as non-responsive.
- Any Proposer claiming that its Proposal 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 Proposal packages must be received by MDCPS no later than August 1, 2019, 12:00 p.m., Central Time. Proposals submitted via facsimile (faxes) or email will not be accepted. It is recommended that if a Proposal 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

Request for Proposals received after the exact time specified for receipt will not be considered unless it is the only Proposals received.

4.2.2 Responsive Proposer

Proposer must submit a proposal which conforms in all material respects to this RFP No. 2019MCI001 as determined by MDCPS.

4.2.3 Responsible Proposer

Proposer 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 proposal that includes terms and conditions that do not conform to the terms and conditions in the Request for Proposals 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.

Evaluation Procedure

4.3.1 Evaluation Factors

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

Request for Proposals submitted by the specified time and containing requirements described in Section 4.2 shall be evaluated by an Evaluation Committee selected by the MDCPS. The specific criteria that will be used in evaluating the merits of the proposals are listed below. The criteria are weighted to yield a total of 100 points and shall include the following:

Technical Factors (Proposed Methodology) - 20 Points

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

Cost Factors -20 points

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

Price - 35 points

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

Management Factors - 25 Points

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

TOTAL 100

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 proposals as submitted for contract award, without substantive negotiation of proposed terms, services or prices. For these reasons, all Proposers are advised to propose their most favorable terms initially.

Awards shall be made to the responsive and responsible Proposer whose proposal is determined to be the most advantageous to the State, taking into consideration all the evaluation factors set forth in Section 4.3.1.

Proposal Evaluation Committee

An evaluation committee will be selected to evaluate and rate Proposals. Prior to evaluations, a list of all Proposers will be presented to the committee for conflict of interest certification purposes. This list shall only include the name of the Proposer without any corresponding identifying information which would affect the blind evaluation of factors not requiring knowledge of the name of the Proposer. Each individual participating in the evaluation shall execute a statement certifying that he or she does not have a conflict of interest.

If the designated person reveals the names of Proposers and the corresponding identifying information before such time, the procurement process shall be terminated and the proposal resolicited.

Members of the committee will be from pertinent MDCPS programmatic and administrative personnel and/or other professional staff and consultants may also assist in the evaluation process. The committee will review each Proposer's proposal in order to determine if the proposal sufficiently addresses all of the RFP requirements and that the Proposer has developed a specific approach to meeting each requirement.

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

4.4 Award

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

4.5 Basis of Award

All Proposal packages received in response to this RFP by the stated deadline will receive a comprehensive, fair, and impartial review. A review committee will consider the Request for Proposals in the following three-phase process:

Phase I (Responsive): During this phase of the review process, all Request for Proposals received will be reviewed to determine if it is responsive based on the following mandatory requirements:

- Proposal submission deadline met;
- Table of Contents;
- Required format followed (typed, indexed and numbered);
- Required number copies of provided;
- Required Letter of Intent Acknowledgement email from contracts@mdcps.ms.gov;
- Completed and signed Acknowledgement of Amendment Form, **if applicable** (Attachment C);
- Completed and signed W9;
- E-verify registration documentation
- Current certificate of insurance in compliance with Section 3; and,
- Statement the Proposer certifies that it is registered to do business in the State of Mississippi as prescribed by the Mississippi Secretary of State or, if not already registered, that it will do so within three (3) business days of written notification of award. Sole proprietors are not required to register with Mississippi Secretary of State.

Each proposal that is determined incomplete may be declared non-responsive and may be rejected with no further evaluation. The Office of Contracts and Procurement may request clarifications from the Proposer(s) in order to determine if they may advance to Phase II. Proposers that are determined to have complied will continue to Phase II, while Proposers that are determined to be non-responsive will be notified in writing of such determination.

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

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

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

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

4.6 Notification

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

Section 5

5.1 Post-Award Debriefing Request

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

5.2 Protest of Solicitations of Awards

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

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

5.3 Proposal Exceptions

Proposers taking exception to any part or section of the solicitation shall indicate such exceptions on the Proposal Exception Summary Form (**Attachment D**). Failure to indicate any exception will be interpreted as the Proposer's intent to comply fully with the requirements as written. Conditional or qualified bids, unless specifically allowed, shall be subject to rejection in whole or in part.

5.4 Required Contract Terms and Conditions

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

5.5 Approval Clause

It is understood that if this contract requires approval by the Public Procurement Review Board and/or the Mississippi Department of Finance and Administration Office of Personal Service Contract Review and this contract is not approved by the PPRB and/or OPSCR, it is void and no payment shall be made hereunder.

5.6 Attachments

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

ATTACHMENT A

Proposal Cover Sheet

The Mississippi Department of Child Protection Services is soliciting Request for Proposals from qualified Proposers

Date Submitted: _____

Proposer Organization Information:

Name of Organization: _____

Mailing Address: _____

Authorized Official: _____

Phone: () _____ Email: _____

TIN/EIN # (if company, corporation, or partnership): _____

DUNS No.: _____

Contact Person for Proposer:

Name: _____ Title: _____

Phone: () _____ Email: _____

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

How many years has the firm been in business to perform the services outlined in this RFP? ____

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

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

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

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

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

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

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

Signature of Authorized Official/Title

Date (No stamped signature)

ATTACHMENT B
Proposal Form

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

☐ Mississippi Centralized Intake

Contract Rate Schedule

The total amount for these services is \$_____.

Description	Unit Price	Quantity	Total

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

Authorized Representative Signature

ATTACHMENT C

Acknowledgement of Amendment to RFP No. 2019MCI001

I, _____, acknowledge that RFP No. 2019MCI001 has been amended on
Authorized Official's Name

_____ to include the following:

Date

I, _____, understand that Request for Proposals will **only** Authorized
Official's Name

be accepted from 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 1.12 of this RFP.

ATTACHMENT D**Proposal Exception Summary Form**

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

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			

ATTACHMENT E
MDCPS STANDARD TERMS AND CONDITIONS

1. That he/she has thoroughly read and understands the Request for Proposals and Attachments thereto;
2. That the company meets all requirements and acknowledges all certifications contained in the Request for Proposals and Attachments thereto;
3. That the company agrees to all provisions of the Request for Proposals and Attachments thereto including, but not limited to, the Required Clauses to be included in any contract resulting from this RFP. (*See Attachment K*);
4. That the company will perform the services required at the prices indicated above;
6. The company represents that its workers are licensed, certified and possess the requisite credentials to perform services outlined in section 2.3.
7. **NON-DEBARMENT**-By submitting a Proposal, the company certifies that it is not currently debarred from submitting proposals 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 proposals 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 Proposer or competitor relating to those prices, the intention to submit a proposal, or the methods or factors used to calculate the prices proposals/offered.
9. **PROSPECTIVE CONTRACTOR'S REPRESENTATION REGARDING CONTINGENT FEES**-The prospective contractor represents as a part of such Contractor's proposals or proposal that such Contractor has/has not (please circle applicable word or words) retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract.
10. **REPRESENTATION REGARDING CONTINGENT FEES**-The company represents that it **has/has not** (please circle applicable word or words) retained a person to solicit or secure a State contract upon an agreement or understanding for a commission, percentage, brokerage, or other contingent fee, except as disclosed in the company's proposals or proposal.
11. **REPRESENTATION REGARDING GRATUITIES**-The bidder, 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.

Company Name: _____

Printed name of authorized representative: _____

Date: _____

Signature: _____

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

ATTACHMENT F

Mississippi Department of Child Protection Services

Pre-Proposer's Statement of Acknowledgment

I understand and acknowledge that my signature on the attached contract and other documents and exhibits does not constitute a contract until same is approved and signed by the Commissioner of the MDCPS, who is that agency's official signature authority.

I further understand and acknowledge that the Commissioner of MDCPS may direct Office of Procurement and Contracts, to reject any or all proposals.

Name_____

Signature of Authorized Official/ Title

Date

Name of Organization

ATTACHMENT G

Proprietary Information Form

Did the Proposer submit any information to the MDCPS for the RFP No. 2019MCI001 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.

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

Name of Organization

ATTACHMENT H
PROFESSIONAL REFERENCES

REFERENCE 1

Name of Company:_____

Dates of Service:_____

Contact Person:_____

Address:_____

City/State/Zip:_____

Telephone Number:_____

Cell Number:_____

E-mail:_____

Alternative Contact Person (optional):_____

Telephone Number:_____

Cell Number:_____

E-mail:_____

Description of services including start and end dates

--

PROFESSIONAL REFERENCES

REFERENCE 2

Name of Company:_____

Dates of Service:_____

Contact Person:_____

Address:_____

City/State/Zip:_____

Telephone Number:_____

Cell Number:_____

E-mail:_____

Alternative Contact Person (optional):_____

Telephone Number:_____

Cell Number:_____

E-mail:_____

Description of services including start and end dates

--

PROFESSIONAL REFERENCES

REFERENCE 3

Name of Company: _____

Dates of Service: _____

Contact Person: _____

Address: _____

City/State/Zip: _____

Telephone Number: _____

Cell Number: _____

E-mail: _____

Alternative Contact Person (optional): _____

Telephone Number: _____

Cell Number: _____

E-mail: _____

Description of services including start and end dates



It is at MDCPS' discretion to contact provided references; therefore, Proposer must submit at least three (3) references for contracts of similar size and scope, including at least two (2) references for current contracts or those awarded during the past three (3) years. Proposer may submit as many references as desired by submitting as many additional copies of Attachment H, Professional References, as deemed necessary. References will be contacted in order listed until two (2) references have been interviewed and Reference Score Sheets completed. No further references will be contacted; however, Proposers are encouraged to submit additional references to ensure that at least two (2) references are available for interview. MDCPS staff must be able to contact two (2) references within two MDCPS business days of proposal opening for Proposer to be considered responsible.

ATTACHMENT I**Reference Score Sheet****TO BE COMPLETED BY MDCPS STAFF ONLY****LOCATION** (*city, county, region or statewide*):[_____]

Proposer Name:_____

Reference Name:_____

Spoke to:_____

Score:_____

Able to provide Mississippi Centralized Intake services in a timely manner?	Yes	No
Satisfied with Mississippi Centralized Intake services provided? If no, please explain.	Yes	No
Proposer easy to work with?	Yes	No
Proposer listened when you had an issue and readily offered a solution? If never an issue, please check here_____.)	Yes	No
Proposer provided Mississippi Centralized Intake services when needed?	Yes	No
Would you enter into a contract with them again?	Yes	No
Would you recommend?	Yes	No

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

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

Called by: _____

Date/Time: _____

ATTACHMENT J
REQUIRED LETTER OF INTENT

Organization Name

Address

City, State, Zip Code

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

Dear Leigh Washington:

This letter confirms our intent to submit a proposal pursuant to RFP No. 2019MCI001.

_____ service area includes statewide coverage. Also, in compliance with the
Organization Name

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

information in accordance with Section 1.2.1, by the deadline of July 26, 2019, 12:00 p.m., Central Time:

Contact Person's Name: _____

Contact Person's Title: _____

Phone Number: _____

Fax Number: _____

TIN/EIN: _____

DUNS Number: _____

Physical Address: _____

Authorized Official's Email Address: _____

Thank you for your consideration.

Sincerely,

Authorized Official

For Illustrative Purposes Only

ATTACHMENT 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 “*2nd Modified Mississippi Settlement Agreement and Reform Plan,*” attached hereto as Exhibit B, and incorporated herein by reference.
4. Consideration. As consideration for the performance of this Contract, the Independent Contractor shall be paid a fee not to exceed _____ (\$ _____) in accordance with the Budget attached hereto as Exhibit C. It is expressly understood and agreed that in no event shall the total compensation paid hereunder exceed the specified amount of _____ (\$ _____).
5. Period of Performance. This contract will become effective for the period beginning [add date] and ending on [add date], upon the approval and signature of both parties hereto.
6. Renewal of Contract: The contract may be renewed at the discretion of MDCPS upon written notice to Independent Contractor to each contract anniversary date for a period of four successive one-year periods under the same prices, terms, and conditions as in the original contract and/or subsequent contracts. The total number of renewal years permitted shall not exceed [four], or extend past [add date]. However, if MDCPS does not intend to renew the contract, the [Independent Contractor’s Name] shall be notified in writing prior to the contract anniversary date.
7. Method of Payment. Independent Contractor agrees to accept payments referenced in Paragraph 4, “Consideration”, to be paid as billed by Independent Contractor, upon review and approval by MDCPS. Independent Contractor agrees to submit invoices to MDCPS that contain a detailed account of each billing. **The final invoice is to be submitted no later than fifteen (15) days after the contract end date.** Independent Contractor is classified as an independent contractor and not a contractual employee of MDCPS. As such, any compensation due and payable to Independent Contractor will be paid as gross amounts. Independent Contractor invoices shall be submitted to the

Agency as set forth in Paragraph 27. Independent Contractor invoices shall be submitted to MDCPS at contract.invoices@mdcps.ms.gov by the 10th day of each month following completion.

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

14. Indemnification. To the fullest extent allowed by law, Independent Contractor shall indemnify, defend, save and hold harmless, protect, and exonerate the agency, its commissioners, board members, officers, employees, agents, and representatives, and the State of Mississippi from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever including, without limitation, court costs, investigative fees and expenses, and attorney's fees, arising out of or caused by Independent Contractor and/or its partners, principals, agents, employees and/or subcontractors in the performance of or failure to perform this agreement. In the State's sole discretion, Independent Contractor may be allowed to control the defense of any such claim, suit, etc. In the event Independent Contractor defends said claim, suit, etc., Independent Contractor shall use legal counsel acceptable to the State. Independent Contractor shall be solely responsible for all costs and/or expenses associated with such defense, and the State shall be entitled to participate in said defense. Independent Contractor shall not settle any claim, suit, etc. without the State's concurrence, which the State shall not unreasonably withhold.

15. Stop Work Order.

1) Order to Stop Work: MDCPS, may, by written order to Independent Contractor at any time, and without notice to any surety, require Independent Contractor to stop all or any part of the work called for by this contract. This order shall be for a specified period not exceeding 90 days after the order is delivered to Independent Contractor, unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, Independent Contractor shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, MDCPS shall either:

a) cancel the stop work order; or,

b) terminate the work covered by such order as provided in the Termination for Default clause or the Termination for Convenience clause of this contract.

2) Cancellation or Expiration of the Order: If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, Independent Contractor shall have the right to resume 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:

a) the stop work order results in an increase in the time required for, or in Independent Contractor's cost properly allocable to, the performance of any part of this contract; and,

b) Independent Contractor asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage; provided that, if MDCPS decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this contract.

- 3) **Termination of Stopped Work:** If a stop work order is not canceled and the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise.
- 4) **Adjustments of Price:** Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment clause of this contract.

16. **Termination.** The Commissioner may terminate this contract with or without cause upon thirty (30) days prior written notice to the Independent Contractor.

17. Termination for Convenience.

- 1) *Termination.* The Commissioner or designee may, when the interests of the State so require, terminate this contract in whole or in part, for the convenience of the State. The Commissioner or designee shall give written notice of the termination to Independent Contractor specifying the part of the contract terminated and when termination becomes effective.
- 2) *Independent Contractor's Obligations.* Independent Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination Independent Contractor will stop work to the extent specified. Independent Contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. Independent Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The Commissioner or designee may direct Independent Contractor to assign Independent Contractor's right, title, and interest under terminated orders or subcontracts to the State. Independent Contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

18. Termination for Default.

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

- 2) *Contractor's Duties.* Notwithstanding termination of the contract and subject to any directions from the procurement officer, Independent Contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of Independent Contractor in which the State has an interest.
- 3) *Compensation.* Payment for completed services delivered and accepted by the State shall be at the contract price. The State may withhold from amounts due Independent Contractor such sums as the Commissioner or designee deems to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders and to reimburse the State for the excess costs incurred in procuring similar goods and services.
- 4) *Excuse for Nonperformance or Delayed Performance.* Except with respect to defaults of subcontractors, Independent Contractor shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by Independent Contractor to make progress in the prosecution of the work hereunder which endangers such performance) if Contractor has notified the Commissioner or designee within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the State and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, Independent Contractor shall not be deemed to be in default, unless the services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit Independent Contractor to meet the contract requirements. Upon request of Independent Contractor, the Commissioner or designee shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, Independent Contractor's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly, subject to the rights of the State under the clause entitled in fixed-priced contracts, "Termination for Convenience". (As used in this Paragraph of this clause, the term "subcontractor" means subcontractor at any tier).
- 5) *Erroneous Termination for Default.* If, after notice of termination of Independent Contractor's right to proceed under the provisions of this clause, it is determined for any reason that the contract was not in default under the provisions of this clause, or that the delay was excusable under the provisions of Paragraph (4) (Excuse for Nonperformance or Delayed Performance) of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the State, be the same as if the notice of termination had been issued pursuant to such clause.
- 6) *Additional Rights and Remedies.* The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

19. Termination Upon Bankruptcy. This contract may be terminated in whole or in part by MDCPS upon written notice to Independent Contractor, if Independent Contractor should become the subject of

bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by Independent Contractor of an assignment for the benefit of its creditors. In the event of such termination, Independent Contractor shall be entitled to recover just and equitable compensation for satisfactory work performed under this contract, but in no case shall said compensation exceed the total contract price.

20. Modification or Renegotiation. This agreement may be modified only by written agreement signed by the parties hereto. The parties agree to renegotiate the agreement if federal and/or state revisions of any applicable laws or regulations make changes in this agreement necessary. Modifications shall not be initiated by the Independent Contractor within the last 90 days of the contract period, without prior approval from the Commissioner's Office.
21. Anti-assignment/Subcontracting. Contractor acknowledges that it was selected by the State to perform the services required hereunder based, in part, upon Contractor's special skills and expertise. Contractor shall not assign, subcontract, or otherwise transfer this agreement, in whole or in part, without the prior written consent of the State, which the State may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer of its obligations without such consent shall be null and void. No such approval by the State of any subcontract shall be deemed in any way to provide for the incurrence of any obligation of the State in addition to the total fixed price agreed upon in this agreement. Subcontracts shall be subject to the terms and conditions of this agreement and to any conditions of approval that the State may deem necessary. Subject to the foregoing, this agreement shall be binding upon the respective successors and assigns of the parties.
22. Non-Solicitation of Employees. Each party to this agreement agrees not to employ or to solicit for employment, directly or indirectly, any persons in the full-time or part-time employment of the other party until at least six (6) months after this agreement terminates unless mutually agreed to in writing by the State or Contractor.
23. Waiver. No delay or omission by either party to this agreement in exercising any right, power, or remedy hereunder or otherwise afforded by contract, at law, or in equity shall constitute an acquiescence therein, impair any other right, power or remedy hereunder or otherwise afforded by any means, or operate as a waiver of such right, power, or remedy. No waiver by either party to this agreement shall be valid unless set forth in writing by the party making said waiver. No waiver of or modification to any term or condition of this agreement will void, waive, or change any other term or condition. No waiver by one party to this agreement of a default by the other party will imply, be construed as or require waiver of future or other defaults.
24. E-Payment. Independent Contractor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The agency agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies," which generally provides for payment of undisputed amounts by the agency within fortyfive (45) days of receipt of invoice. Mississippi Code Annotated § 31-7-301 et seq..
25. E-Verify. If applicable, Independent Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008, and will register and participate in the status verification system for all newly hired employees. Mississippi Code Annotated §§ 71-11-1 et seq. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status

verification system” means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Independent Contractor agrees to maintain records of such compliance. Upon request of the State and after approval of the Social Security Administration or Department of Homeland Security when required, Independent Contractor agrees to provide a copy of each such verification. Independent Contractor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws. The breach of this agreement may subject Independent Contractor to the following:

- (1) termination of this contract for services and ineligibility for any state or public contract in Mississippi for up to three (3) years with notice of such cancellation/termination being made public;
- (2) the loss of any license, permit, certification or other document granted to Independent Contractor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year; or,
- (3) both. In the event of such cancellation/termination, Independent Contractor would also be liable for any additional costs incurred by the State due to Contract cancellation or loss of license or permit to do business in the State.

26. Transparency. This contract, including any accompanying exhibits, attachments, and appendices, is subject to the “Mississippi Public Records Act of 1983,” and its exceptions. See Mississippi Code Annotated §§ 25-61-1 *et seq.* and Mississippi Code Annotated § 7923-1. In addition, this contract is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Mississippi Code Annotated §§ 27-104-151 *et seq.* Unless exempted from disclosure due to a court-issued protective order, a copy of this executed contract is required to be posted to the Department of Finance and Administration’s independent MDCPS contract website for public access at <http://www.transparency.mississippi.gov>. Information identified by Independent Contractor as trade secrets, or other proprietary information, including confidential vendor information or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes, will be redacted.
27. Paymode. Payments by state agencies using the State’s accounting system shall be made and remittance information provided electronically as directed by the State. These payments shall be deposited into the bank account of Independent Contractor’s choice. The State may, at its sole discretion, require Independent Contractor to electronically submit invoices and supporting documentation at any time during the term of this Agreement. Independent Contractor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.
28. Procurement Regulations. The contract shall be governed by the applicable provisions of the Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations, a copy of which is available at 501 North West Street, Suite 701E, Jackson, Mississippi 39201 for inspection, or downloadable at <http://www.DFA.ms.gov>.
29. Severability. If any term or provision of this Contract is prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this Contract shall not be affected thereby and each term and provision of this Contract shall be valid and enforceable to the fullest extent permitted by law.

30. Trade Secrets, Commercial and Financial Information. It is expressly understood that Mississippi law requires that the provisions of this contract which contain the commodities purchased or the personal or professional services provided, the price to be paid, and the term of the contract shall not be deemed to be a trade secret or confidential commercial or financial information and shall be available for examination, copying, or reproduction.
31. Requirements Contract. During the period of the contract, Independent Contractor shall provide all the service described in the contract. Independent Contractor understands and agrees that this is a requirements contract and that MDCPS shall have no obligation to Independent Contractor if no services are required. Any quantities that are included in the scope of work reflect the current expectations of MDCPS for the period of the contract. The amount is only an estimate and Independent Contractor understands and agrees that MDCPS is under no obligation to Independent Contractor to buy any amount of the services as a result of having provided this estimate or of having any typical or measurable requirement in the past. Independent Contractor further understands and agrees that MDCPS may require services in an amount less than or in excess of the estimated annual contract amount and that the quantity actually used, whether in excess of the estimate or less than the estimate, shall not give rise to any claim for compensation other than the total of the unit prices in the contract for the quantity actually used.
32. Entire Agreement. This Contract constitutes the entire agreement of the parties with respect to the subject matter contained herein and supersedes and replaces any and all prior negotiations, understanding, and agreements, written or oral, between the parties relating thereto.
33. Approval Clause. It is understood that if this contract requires approval by the Public Procurement Review Board and/or the Mississippi Department of Finance and Administration Office of Personal Service Contract Review and this contract is not approved by the PPRB and/or OPSCR, it is void and no payment shall be made hereunder.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures on the date indicated below, after first being authorized so to do.

MISSISSIPPI DEPARTMENT OF CHILD PROTECTION SERVICES

By: _____

By: _____

Authorized Signature

Printed Name: Jess H. Dickinson

Commissioner

Authorized Signature

Title: Deputy Commissioner

INDEPENDENT CONTRACTOR'S NAME

By: _____

Authorized Signature

Printed Name: _____

Title: _____

ATTACHMENT L

2nd Modified Mississippi Settlement Agreement and Reform Plan

(See Mississippi Department of Child Protection Services Website)

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

*For Illustrative Purposes Only***ATTACHMENT M****Budget Narrative**

Must include an itemized breakdown of the above-referenced budget categories and explain how each line item was calculated. All pricing should be based on contract deliverables in Section 2.3 and include all associated costs with no additional or hidden fees.

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

I. Administration Budget Activity

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

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

Total Administration Salaries \$9,902.50

Fringe Benefits FICA - 7.65% of gross salaries Workmen's Compensation - 3% of gross salaries Health Insurance - \$120 per mo. per employee for 12 mos. x 25% \$757.54 \$297.08 \$720.00

Total Administration Fringe Benefits \$1,774.62

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

Total Administration Travel \$196.50

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

Total Administration Commodities \$150.00

I. Administration Budget Activity (continued)

Indirect Costs The organization-wide indirect cost rate agreement distributes all general administrative costs and central office facilities cost based on the total amount of direct salaries and fringe benefits of full-time employees. The approved indirect cost rate is 7% x Admin.

Salaries - \$9,902.50 + Fringe Benefits \$1,774.62

Total Indirect Costs \$ 817.40

Total for the Administration Budget Activity \$12,841.02

II. Child Day Care Budget Activity

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

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

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

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

II. Child Day Care Budget Activity (Continued)

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

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

Capital Outlay -

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

1. Center A at \$52,000 acquisition cost x 2% use allowance x 25% \$260.00
2. Center B at \$60,000 acquisition cost x 2% use allowance x 25% \$300.00
3. Center C at \$64,000 acquisition cost x 2% use allowance x 25% \$320.00
4. Center D at \$110,000 acquisition cost x 2% use allowance x 25% \$550.00 Total Capital Outlay - Other
\$1,430.00

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

Total: \$140,967.65

ATTACHMENT N

Formula for Evaluating Price	
Company A=\$150,000	Company A=35
Company B=\$160,000	Company B= $150,000/160,000=.9375 \times 35=32.8125$
Company C=\$180,000	Company C= $150,000/180,000=.8333 \times 35=29.1666$
Company A is the lowest Proposer; therefore, the total evaluation points for price=35	

ATTACHMENT O

**FEDERAL DEBARMENT VERIFICATION FORM***Please Print/Type Clearly in Blue or Black Ink*

Organization Name	
Authorized Official's Name	
DUNS Number	
Address	
Phone Number	
Are you currently registered with https://uscontractorregistration.com/search-sam-cage-duns/ (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
Subgrantee's Name/Contractor's Name

debarment on <https://uscontractorregistration.com/search-sam-cage-duns/> –System for Award
Management.

Signature of Authorized Official

Date

ATTACHMENT P

**PARTNERSHIP DEBARMENT VERIFICATION FORM***Please Print/Type Clearly in Blue or Black Ink*

Organization 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 <https://uscontractorregistration.com/search-sam-cage-duns/> – 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 Q**STATE OF MISSISSIPPI
MINORITY VENDOR SELF CERTIFICATION FORM**

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

Name of Business: _____
 Address: _____ Post Office Box: _____
 City: _____ State: _____ Zip: _____
 Telephone: _____ Tax I.D.: _____
 SAAS Vendor #s (if known): _____
MINORITY STATUS

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

___Applicable ___Not Applicable

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

Minority Business Enterprise

___A (Asian Indian)
 ___B (Asian Pacific)
 ___C (Black American)
 ___D (Hispanic American)
 ___E (Native American)

Women Business Enterprise

___M (Asian Indian)
 ___N (Asian Pacific)
 ___O (Black American)
 ___P (Hispanic American)
 ___Q (Native American)
 ___R (Other) Non Ethnic Women

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

Business: _____ Certified by: _____

Date: _____ Title: _____ Name Printed: _____

Issue Date March 31, 2002