REQUEST FOR PROPOSALS

RFP Number: 3150003108

To Provide: Fiscal Intermediary Services for the Education Training Voucher Program

Issue Date: 8/24/2020

CLOSING LOCATION

Mississippi Department of Child Protection Services

750 North State Street

Jackson, MS 39202

PROPOSAL COORDINATOR

Noah Gibson, Procurement Director

Telephone: 601-359-4806

E-Mail: noah.gibson@mdcps.ms.gov

CLOSING DATE AND TIME

Proposals must be received by 9/11/2020
SECTION 1

1.1 Proposal Acceptance Period
The original and three (3) copies of the proposal, four (4) copies total, shall be signed and submitted in a sealed envelope or package to 750 North State Street, Jackson, MS 39202 no later than the time and date specified for receipt of proposals. Timely submission is the responsibility of the respondent. Proposals received after the specified time shall be rejected and retained as part of the procurement file. 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 by the Mississippi Department of Child Protection Services (hereinafter “MDCPS”). Modifications or additions to any portion of the procurement document may be cause for rejection of the proposal. The MDCPS reserves the right to decide, on a case-by-case basis, whether to reject a proposal with modifications or additions as non-responsive. As a precondition to proposal acceptance, the MDCPS may request the respondent to withdraw or modify those portions of the proposal deemed non-responsive that do not affect quality, quantity, price, or delivery of the service.

1.1.1 Timeline

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<thead>
<tr>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st Advertisement:</td>
<td>8/24/2020</td>
</tr>
<tr>
<td>2nd Advertisement:</td>
<td>8/31/2020</td>
</tr>
<tr>
<td>Deadline for Requests for Clarification:</td>
<td>9/02/2020</td>
</tr>
<tr>
<td>Amendment to Address Requests for Clarification*:</td>
<td>9/04/2020</td>
</tr>
<tr>
<td>Deadline for Submission of Proposals:</td>
<td>9/11/2020</td>
</tr>
<tr>
<td>Determination of Responsiveness*:</td>
<td>9/14/2020-9/16/2020</td>
</tr>
<tr>
<td>Evaluations*:</td>
<td>9/17/2020-9/23/2020</td>
</tr>
<tr>
<td>Award Notification*:</td>
<td>9/23/2020</td>
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<tr>
<td>Subgrant Term*:</td>
<td>9/30/2020-9/30/2021</td>
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* Dates subject to change at the sole discretion of MDCPS.

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

1) The proposal contains unauthorized amendments to the requirements of the Request for Proposals.
2) The proposal is conditional.
3) The proposal is incomplete or contains irregularities which make the proposal indefinite or ambiguous.
4) The proposal is received late. Late proposals will be maintained unopen in the procurement file.
5) The proposal is not signed by an authorized representative of the party.
6) The proposal contains false or misleading statements or references.
7) The proposal does not offer to provide all services required by the Request for Proposal.

1.2 Expenses Incurred in Preparing Offers
The MDCPS accepts no responsibility for any expense incurred by the respondent in the preparation and presentation of an offer. Such expenses shall be borne exclusively by the respondent.

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

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

1.5 Debarment
By submitting a proposal, the respondent certifies that it is not currently debarred from submitting proposals for contracts issued by any political subdivision or agency of the State of Mississippi or Federal government 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.

1.6 Competitive Proposals
Discussions may be conducted with respondents who submit proposals determined to be reasonably susceptible of being selected for award; however, proposals may be accepted without such discussions. Likewise, MDCPS also reserves the right to accept any proposal as submitted for contract award, without substantive negotiation of proposed terms, services or prices. For these reasons, all parties are advised to propose their most favorable terms initially.

1.7 Additional Information
Questions about the contract portions of the procurement document must be submitted in writing to Jordan Carroll at jordan.carroll@mdcps.ms.gov. Likewise, questions concerning the technical portions of the procurement document should be directed to Jordan Carroll at jordan.carroll@mdcps.ms.gov. Respondents are cautioned that any statements made by contact persons that cause a material change to any portion of the procurement document shall not be relied upon unless subsequently ratified by a formal written amendment to the procurement document.
1.8 Funding and Type of Agreement
Compensation for services performed under the subgrant resulting from this RFP No. 3150003108 will be in the form of a cost reimbursement basis. Payment will be requested by submission of a claim form documenting services of any negotiated subgrant provided. Any request for payment shall comply with MDCPS and State of Mississippi accounting system requirements. MDCPS intends to make subsequent subgrant negotiations dependent upon available funding. Proper recording keeping is required of all subgrantees to ensure documentation used to accomplish their assigned tasks is available for monitoring purposes. The subgrantee shall ensure that MDCPS is satisfied with the services provided under the agreement.

1.9 MDCPS’ Rights Reserved
Notwithstanding anything to the contrary, MDCPS reserves the right to:

1. Reject any and/or all proposals received in response to this RFP.
2. Respond to inquiries for clarification purposes only and/or to request clarification, if necessary.
3. Waive minor irregularities if MDCPS determines that waiver would be in its best interest and would not result in an unfair advantage for other proposers and potential proposers.
4. Select for subgrants or for negotiations, a proposal other than that with the lowest cost.
5. Consider a late modification of a proposal if the proposal itself was submitted on time and if the modifications were requested by MDCPS and the modifications make the terms of the proposal more favorable to MDCPS, and accept such proposal as modified.
6. Negotiate as to any aspect of the proposal with any Proposer and negotiate with more than one Proposer at the same time.
7. If negotiations fail to result in a contract or agreement within five (5) working days of the evaluation completion date, terminate negotiations and take such other action as MDCPS deems appropriate.

1.10 Legal Requirements
All Proposers shall be willing to comply with all provisions of the Mississippi Department of Child Protection Services/Mississippi Department of Human Services Subgrant/Agreement Manual and with all state and federal legal requirements regarding the performance of the subgrant. The existing requirements are set forth throughout this RFP but are subject to change and/or interpretation throughout the term of any resulting subgrant. Proposers shall take exception to each provision of the required contractual terms they would like to change. Failure to do so will be deemed an acceptance of all the terms and conditions not specifically excepted.
SECTION 2

2.1 Purpose and Background
The Mississippi Department of Child Protection Services was created as the State’s leading child welfare agency by the Legislature during its 2016 Regular Session, separating its daily operations from the Mississippi Department of Human Services. The mission of MDCPS is to lead Mississippi’s efforts in keeping children and youth safe and thriving by:

1. Strengthening families;
2. Preventing child abuse, neglect, and exploitation; and,
3. Promoting child and family well-being and permanent family connections.

The MDCPS is seeking to establish a subgrant agreement for fiscal intermediary services for the Education Training Voucher (ETV) program. It is understood that if any agreement resulting from RFP No. 3150003108 requires approval by the Public Procurement Review Board, it shall be null and void without such approval.

2.2 Scope of Services

Program Overview:

The Education Training Voucher (ETV) program provides supplemental resources to meet the cost of attendance for post-secondary education and vocational programs, as defined by the Higher Education Act of 1965, for all youth aging out of custody. Youth are eligible to receive a maximum of $5,000.00 per grant year toward achieving their educational goals. In addition, procuring these services will allow MDCPS to meet Olivia Y MSA provision 7.7.

Core Fiscal Management Components:

The selected provider will be responsible for the following:

1. Timely distribution (within 48 hours of receiving a disbursement request from MDCPS/YTSS) of ETV funds to program participants. The number of participants will be determined by available Chafee ETV grant funds. In the prior fiscal year, 128 participants accessed ETV funds;
2. Establish a reloadable debit card system for program participants within six (6) months of the start of the subgrant period;
3. Issue funds to program participants in the form of a check until the reloadable debit card system is in place;
4. Review the ETV SmartSheet daily to determine if new disbursement requests have been entered by MDCPS/YTSS staff; and,
5. Develop, design, print, and distribute informational materials in partnership with MDCPS that describe the ETV program and its eligibility criteria.
MDCPS/YTSS Notifications to the Contracted Provider:

1. MDCPS/YTSS will provide a list of approved ETV participants to the selected provider for fall, spring, and summer enrollments and the beginning and throughout each enrollment period.
2. MDCPS/YTSS will use the ETV SmartSheet to transmit information to the selected provider. This information will include the following for each youth:
   a. Name;
   b. Mailing address;
   c. Email address;
   d. Race/ethnicity;
   e. Date of birth;
   f. Last four (4) digits of Social Security number; and,
   g. Approved disbursement amount (disbursement amounts will be distinguished eligible ETV fund categories – tuition, monthly allowance, books, transportation needs, child care needs, housing needs, etc.)

Contracted Provider Reporting:

1. The selected provider will maintain individual program participant ETV balances and ensure each participant does not receive more than the maximum awarded amount. ETV balances must be adjusted after a request is approved and disbursed resulting in an available balance.
2. All disbursements by youth must also maintain all supporting documentation (approved ETV application, previous semester grades, current class schedule, financial aid award letter, school billing statement, photo ID, Social Security card, and birth certificate) for these expenditures – proper accounting procedures.
3. The selected provider will provide MDCPS/YTSS with monthly reports. The monthly reports will include the following:
   a. Individual youth ETV balances;
   b. Amount of funds disbursed by category;
   c. Overall total of funds disbursed; and,
   d. Total amount of funds remaining for the subgrant period.
   This report will be provided to MDCPS/YTSS by the 5th day of each month for the prior month.
4. The selected provider will provide MDCPS/YTSS with a subgrant closeout report at the end of each subgrant period. This subgrant report (narrative and spreadsheet) will contain the following information:
   a. Total number of ETV participants for the fall, spring, and summer semesters (separated by semester and combined);
   b. Total amount of funds disbursed by category for each semester and combined;
   c. Total amount of subgrant funds expended; and,
   d. Balance of remaining funds.
   This report will be provided to MDCPS/YTSS ninety (90) days after the last day of the subgrant period.
Qualifications:

The selected provider is expected to have a minimum of 10 years’ experience with managing grant funds, established with the Mississippi Secretary of State as business/bonded staff, have extensive experience working with diverse populations, community engagement, fund raising, and maintain a healthy working relationship with MDCPS/YTSS staff.

Budget:

The selected provider will be required to produce the 20% match for each subgrant period. The match may be a combination of actual dollars along with in-kind services.

2.3 Term

The term of the subgrant shall be for the period beginning September 30, 2020 and ending September 30, 2021. Upon written agreement of both parties at least ninety (90) days prior to each contract anniversary date, the contract may be renewed by the MDCPS for a period of four (4) successive one-year period(s) under the same prices, terms, and conditions as in the original subgrant subject to approval by the MDCPS Commissioner. The total number of renewal years permitted shall not exceed four (4).

2.3.1 Multi-Term Contracts

Unless otherwise provided by law, a contract for services may be entered into for a period of time not to exceed four (4) years with an option to renew for one (1) year, provided the term of the contract and conditions of renewal or extension, if any, are included in the solicitation and funds are available for the first fiscal period at the time of contracting. Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds.

2.3.1.1 Requirements

a) A unit price shall be given for each service, and that unit price shall be the same throughout the contract.

b) A multi-term contract will be canceled if funds are not appropriated or otherwise made available to support the continuation of performance in any fiscal period succeeding the first; however, this does not affect either the State’s right or the contractor’s rights under any termination clause in the contract.

c) The Procurement Officer must notify the contractor on a timely basis that the funds are or are not available for the continuation of the contract for each succeeding fiscal period.

d) A multi-term contract may be awarded to the highest-scoring respondent based on the evaluation factors set forth in Section 4.2.2.
SECTION 3

3.1 Insurance
The successful subgrantee is required to maintain enough insurance coverage for real property and equipment acquired or improved with federal funds that is at least equivalent to insurance maintained on non-federally funded real property or equipment. The subgrantee is not responsible for insuring federally-owned property or equipment unless required by the terms and conditions of the federal award.

MDCPS has the authority to recover the value of any missing property. If property is determined to be missing, an MDCPS investigation may be initiated to determine the cause and culpability. If an investigation leads the negligence or misconduct with regard to the missing property, a demand may be made against the head of the subgrantee agency, the agency’s property officer, and/or the appropriate supervisor/director or employee.

SECTION 4

4.1 Written Proposals Shall Contain the Following Minimum Information

1) The name of the respondent, the location of the respondent’s principal place of business and, if different, the place of performance of the proposed contract;
2) The age of the respondent’s business and average number of employees over a previous period of time, as specified in the Request for Proposal;
3) The qualifications, including licenses, certifications, education, skills, and experience of all persons who would be assigned to provide the required services; and,
4) A listing of other contracts under which services similar in scope, size, or discipline to the required services were performed or undertaken within a previous period of time, as specified in the Request for Proposal; and,
5) A plan giving as many details as is practical explaining how the services will be performed.

4.2 Proposal Format
Acceptable proposals shall offer all services identified in Section 2.2 and agree to the subgrant terms and conditions specified in Attachments B and C.

4.2.1 Proposal Preparation
Proposals shall be signed by an authorized representative of the Proposer. All information requested shall be submitted. Proposals which lack key information may be rejected by MDCPS. Proposals shall be organized in the order in which the requirements are presented in the RFP. All pages of the proposal shall be numbered. Each paragraph in the proposal shall reference the paragraph number or letter of the corresponding section of the RFP. If the response covers more than one page, the paragraph number and/or letter shall be repeated at the top of the next page. Information which the Proposer desires to present that does not fall within any of the requirements of the RFP shall be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material.
Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed. Proposals shall be written following all of the directives contained in this document. The proposal shall be typed with 12 Point Font, double spaced and indexed and divided into the sections described below to allow ease of handling and review by MDCPS.

4.2.2 Required Proposal Content

Responses to this RFP shall consist of the following components and be presented in the order below. Each of these components shall be separate from the others and uniquely identified in an index or table of contents. All required elements included in this RFP shall be included in the proposal. All elements requested in this RFP shall be submitted and conform to the format specified below:

A. Table of Contents

Proposals shall contain an index or table of contents with page/section/subsection headings and page numbers identifying where this information can be located for review.

B. Proposal Cover Sheet

Proposals shall contain the enclosed cover sheet in Attachment D, identifying the document as a proposal to respond to this RFP. The organization submitting the proposal shall be identified and the date of submission of the proposal shall be noted.

C. Transmittal Letter

Each proposal submitted in response to this RFP shall include a transmittal letter addressed to Noah Gibson, Procurement Director, which includes the following:

i. A statement that the proposal is being submitted in response to this RFP.

ii. A statement indicating the areas of service in the State for which the response is being submitted.

iii. A statement that the individual who signed the letter is authorized to legally bind the proposer.

iv. The letter shall list the name of the project and the name, telephone number and fax number of a contact person with authority to answer questions concerning the proposal.
D. Proposal Elements

The proposal shall include the elements requested on the program information for a wide range of comprehensive services for fiscal intermediary services for the ETV program. In addition, the proposer shall provide a narrative description of the need for services that is in their area and the proposer’s plan to use this opportunity to address this need. Proposer must also describe how they will comply with each element included under the scope of services previously described in this RFP.

All required elements described in this RFP shall be included. NOTE: The agency that will be named as the fiscal agent will be considered the Proposer. Proposers will provide a description of other agencies that will be collaborating under this award, if applicable.

This narrative section shall be written in a manner that is self-explanatory to outside reviewers unfamiliar with MDCPS.

E. Financial Component

i. Financial Stability

Proposers, including the parent corporation of any subsidiary corporation submitting a response, shall include in their proposal evidence of financial responsibility and stability for the performance of the subgrant.

At a minimum, the proposal shall include an independent audit for Fiscal Year 2020; however, if the FY 2020 audit has not been completed at the time the proposal is submitted, the FY 2019 audit may be submitted along with a certified statement from the Proposer’s Certified Public Accounting (CPA) firm verifying that the FY 2020 audit will not be completed by the proposal submission deadline and stating the projected date of its completion. **A compiled financial statement is unacceptable.** If the audit is posted on a website, a working web address for submission is acceptable.

The Proposer shall obtain and submit a letter from the Certified Public Accountant who conducted audit(s) stating the proposer’s accounting system is adequate to safeguard funds received from MDCPS. MDCPS reserves the right to request any additional information to assure itself of a Proposer’s financial status.

In the event a Proposer is either substantially or wholly owned by another corporate entity, the proposal shall also include an independent audit for Fiscal Year 2020 for the parent organization. If the FY 2020 audit is not completed, refer to the instructions above in providing the FY 2019 audit and CPA certification. **A compiled financial statement**
is unacceptable. If the audit is posted on a website, a working web address for submission is acceptable. There shall also be a written guarantee by the parent organization that it will unconditionally guarantee performance by the Proposer of each and every term, covenant, and condition of such contract as may be executed by the parties.

Non-Federal entities that expend less than $750,000.00 a year in Federal awards are exempt from Federal audit requirements for that year, but records shall be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and General Accounting Office.

ii. Budget and Budget Narrative
The Proposer shall include an itemized list of expenditures for the services and activities covered by the proposal. Further, the proposal shall contain a written justification (Budget Narrative; Attachments I and J) adequately explaining the Proposer/Subgrantee’s funding needs. This narrative shall relate 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.

- Describe how the one-year, or less, proposed budget supports the administrative and programmatic activities necessary to manage the program and to accomplish the activities described in the Section
- Describe, if applicable, how the purpose, scope, and projected cost of any sub-contracts, support programmatic and administrative activities to accomplish the proposed goals and objectives over the project period.
- A budget and budget narrative shall be attached for any subcontracted services involved in the operation of the proposed program.
- Provide a cost summary of the key personnel, including the program personnel and any sub-contracted personnel.

NO MORE THAN 10% OF THE TOTAL AMOUNT REQUESTED MAY BE BUDGETED FOR ADMINISTRATIVE COSTS.

iii. Examination of Records
At the time a proposal is submitted, the Proposer shall include a statement of whether there is a reasonable expectation that it is or would be associated with any parent, affiliate, or subsidiary organization in order to provide any service to comply with the performance requirements under the resulting subgrant of the RFP. This statement is
required whether the association is a formal or informal arrangement. If an association may exist, the Proposer will also be required to submit with the proposal written authorization from the parent, affiliate or subsidiary organization granting the right to MDCPS to examine directly, pertinent books, documents, papers, and records involving such transactions that are related to the resulting subgrant.

If, at any time after a proposal is submitted and a subgrant has been awarded, such an association arises, as described in the paragraph above, the Proposer will be required to obtain a similar certification and authorization from the parent, affiliate, or subsidiary organization within ten (10) working days after forming the relationship. Failure to submit such certification and authorization will constitute grounds for termination of the subgrant at the option of the State.

iv. **Conflict of Interest**
Proposer shall disclose any contractual relationship or other contract with any State personnel, contractor or subcontractor involved in the development of the RFP. Any real or potential conflicts of interest may, at the sole discretion of MDCPS, be grounds for rejection of the Proposer’s proposal or termination of any contract awarded. All proposals shall include the following:

- A statement identifying those individuals who were involved with the preparation of the proposal.
- A statement identifying all Proposer personnel currently under contract with the State who participated, either directly or indirectly, in any activities related to the preparation of the Proposer’s proposal, and a statement identifying in detail the nature and extent of such activities.
- A statement certifying that the Proposer’s personnel have not had any contacts with any MDCPS personnel involved in the development of the RFP, or, if such contacts have occurred, a statement identifying in detail the nature and extent of such contacts and the personnel involved.

v. Proposer shall furnish MDCPS with certified copies of its Articles of Incorporation, By-laws, Resolutions, and any other documentation that evidence both the authority of the signatory to execute a binding contract on behalf of the proposer, and documentation that would prove that the organization offering the proposals is a legal entity.

vi. **Standard Assurances and Certifications.** The Proposer shall sign and date Standard Assurances and Certifications documents attached hereto.

vii. The following required statements shall be included as a separate appendix in the proposal:
- A statement of acceptance of all terms and conditions stated within the RFP or a detailed statement of exception for each item excepted by the Proposer (Attachment O).
- A statement identifying all proposed subcontractors and indicating the exact amount of work to be done by the Proposer and each subcontractor.
- A statement that no attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not to submit a proposal.
- A statement of acceptance, without qualification, of all terms and conditions stated in this RFP or clearly outline any exceptions (Attachment O).
- A statement that the Proposer has sole and complete responsibility for the completion of all services provided under the contract, except for those items specifically defined as State responsibilities.
- A statement that the Proposer certifies that, in connection with this procurement, the prices proposed have been arrived at independently, without consultation, communication, or agreement, for the purpose of restriction of competition, as to any other party or with any competitor; and that unless otherwise required by law, the prices quoted have not knowingly been disclosed by the Proposer prior to award, either directly or indirectly, to any other proposer/contractor or competitor.
- A statement that costs quoted in the proposal will remain in effect through the term of the contract.
- A statement from all Proposers that they will not discriminate in their employment practices with regard to race, color, religious beliefs/practices, creed, age, national origin, sex, or mental or physical disability. If the Proposer is a religious organization, the prohibition as to religious discrimination shall be deleted from the Proposer’s discrimination statement/certification.
- A statement from each subcontractor, signed by an individual authorized to legally bind the subcontractor, stating the general scope of the work to be performed by the subcontractor, the subcontractor’s willingness to perform the work indicated, and that the subcontractor does not discriminate in its employment practices with regard to race, color, religious beliefs/practices, creed, age, national origin, sex, or mental or physical disability. If the subcontractor is a religious organization, the prohibition as to religious discrimination shall be deleted from the subcontractor’s discrimination statement/certification.
- A statement of assurance that federal funds will not be expended for sectarian instruction, worship, prayer or proselytization purposes.
- A statement that services will be provided to all eligible persons, regardless of a potential participant’s race, color, religious beliefs/practices, creed, age, national origin, sex, or mental or
physical disability. The Proposer and subcontractor cannot, on the basis of race, color, religious beliefs/practices, creed, age, national origin, sex, or mental or physical disability, treat one person differently from another in determining eligibility, benefits or services provided, or applicable rules.

- A statement certifying to MDCPS that no federal funds or State funds have been used or will be used to influence any government official.

- A statement certifying that the Proposer has not been debarred or prohibited from performing, or offering to perform, any of the services requested in this RFP, either by the Federal government, or by any state or territory of the United States (Attachments M and N).

- A statement certifying that the proposal will be valid for sixty (60) days after the proposal opening date.

- A statement certifying all records of the Proposer, which may subsequently be subject to audit and evaluation by MDCPS, will be located in the State of Mississippi.

- A statement certifying that the Proposer and each subcontractor will not duplicate services. The Proposer shall ensure that expenses incurred for the ETV program provided for another funding source/grant will not be charged to this grant. Individuals receiving these services under another funding source/grant will not be included in the count for the number of participants served in this grant.

- Certification that each person signing this proposal is the person in the Proposer’s organization responsible for, or authorized to make, decisions regarding prices quoted and that no person has participated and will not participate in any action contrary to those requirements stated above.

- A statement certifying all records of the Proposer, which may subsequently be subject to audit and evaluation by MDCPS, will be located in the State of Mississippi.

- A statement that the proposer agrees to provide all services related to the ETV program at the level necessary to accomplish the goals and intent of the project.

F. Taxpayer identification number and certification (W-9)

G. E-verify registration documentation
   https://www.uscis.gov/e-verify/e-verifyenrollment-page
4.2 Evaluation Procedure

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

4.2.1.1 Responsive Respondent
Respondent must submit a proposal which conforms in all material respects to this Request for Proposals, RFP No. 3150003108, as determined by MDCPS.

4.2.1.2 Responsible Respondent
Respondent 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.

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

4.2.2.1 Budget and Budget Narrative – 35 points (35%)
The 12-month budget request is reasonable for the proposed scope of services and the areas to be served. Emphasis is placed on deliverable products and services versus administrative costs. The applicant is expected to submit its best and lowest budget, and MDCPS reserves the right to reject any proposal with an unreasonable budget. Applicant shall be willing to negotiate a lower Indirect Cost Rate (ICR), and fringe benefit rate. The Budget Narrative shall provide a brief description justifying each requested budgeted amount for each budget line item. Administrative costs are subject to a 10% limitation, and indirect services cost is limited to 10%. Administrative costs include costs related to the direct oversight of the funded project and shall not include costs related to personnel performing services offered as a result of the funding. Administrative costs shall include a portion of the administrator’s salary, fringe, travel, equipment costs, etc. To assist in creating the budget narrative, a sample budget may be reviewed in the MDHS Subgrant/Agreement Manual online at http://www.mdhs.ms.gov/subgrantee-manual/.
Subcontractor Budget (if applicable) – NO POINTS
A budget and budget narrative shall be attached for any subcontractor services involved in the operation of the program(s).

4.2.2.2 Technical factors (Nonidentifiable) – 30 points (30%)

(a) Does the offeror's proposal or qualification demonstrate a clear understanding of the scope of work and related objectives? – 10 points (10%)
(b) Is the offeror's proposal or qualification complete and responsive to the specific RFP requirements? – 10 points (10%)
(c) Offeror’s past performance – 10 points (10%)

4.2.2.3 Management factors (Identifiable) – 35 points (35%)

(a) Project management: 10 points (10%)
(b) History and experience in performing the work: 10 points (10%)
(c) Availability of personnel, facilities, equipment and other resources: 10 points (10%)
(d) Qualification and experience of personnel: 5 points (5%)

Identifiable information that would require the identity of the offeror shall be marked in a separate package from the proposal and shall be marked as an exhibit to be separated from other sections of the proposal. Identifiable information includes, but is not limited to, the offeror’s name, address, or any other information that would identify the offeror.

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

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

1) Management Summary: Provide a cover letter indicating the underlying philosophy of the firm in providing the service.
2) Proposal: Describe in detail how the service will be provided. Include a description of major tasks and subtasks.
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) Personnel: Attach resumes of all those who will be involved in the delivery of service (from principals to field technicians) that include their experience in this area of service delivery. Indicate the level of involvement by principals of the firm in the day-to-day operation of the contract.
5) **References:** Give at least three (3) references for contracts of similar size and scope, including at least two (2) references for current contracts or those awarded during the past three (3) 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.

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

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

8) **Cost data:** Estimate the annual cost of the service. Cost data submitted at this stage is binding, but is subject to being negotiated down if your firm is chosen as a finalist. Include the number of personnel proposed to be assigned to the contract and the total estimated cost of the labor portion of the contract (include a sample staffing chart). Identify all non-labor costs and their estimated totals.

4.4 **Nonconforming Terms and Conditions**
A proposal response that includes terms and conditions that do not conform to the terms and conditions in the proposal document is subject to rejection as non-responsive. The MDCPS reserves the right to permit the respondent to withdraw nonconforming terms and conditions from its proposal response prior to a determination by the MDCPS of non-responsiveness based on the submission of nonconforming terms and conditions.

4.5 **Conditioning Proposal Upon Other Awards**
Any proposal which is conditioned upon receiving award of both the particular contract being solicited and another Mississippi contract shall be deemed non-responsive and not acceptable.

4.6 **Award**
Award shall be made to the responsible respondent whose proposal is determined in writing, within a reasonable amount of time, to be the most advantageous to the State taking into consideration price and the evaluation factors set forth in this RFP. No other factors or criteria shall be used in the evaluation.

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

**SECTION 5**

5.1 **Post-Award Vendor Debriefing**
A respondent, successful or unsuccessful, may request a post-award debriefing, in writing, by U.S. mail or electronic submission. The written request must be received by the Director of the MDCPS within three (3) business days of notification of the contract award. A post-award debriefing is a meeting and not a hearing; therefore, legal representation is not
required. A debriefing typically occurs within five (5) business days of receipt of the request. If a respondent prefers to have legal representation present, the respondent must notify the Director of the MDCPS in writing and identify its attorney by name, address, and telephone number. The MDCPS will schedule and/or suspend and reschedule the meeting at a time when a Representative of the Office of the Mississippi Attorney General can be present.

For additional information regarding Post-Award Debriefing, as well as the information that may be provided and excluded, please see Section 7-114 through 7-114.07, Post-Award Vendor Debriefing, of the Public Procurement Review Board’s Office of Personal Service Contract Review’s Rules and Regulations.

5.2 Protest of Award
Any actual or prospective respondent or contractor who is aggrieved in connection with this solicitation or the outcome of the Request for Proposals may file a protest with the Proposal Coordinator, Noah Gibson, Procurement Director. The protest shall be submitted within seven (7) days after such aggrieved person or entity knows or should have known of the facts giving rise thereto. All protests must be in writing, dated, signed by the respondent or an individual authorized to sign contracts on behalf of the protesting respondent, and contain a statement of the reason(s) for protest, citing the law(s), rule(s) or regulation(s), and/or procedure(s) on which the protest is based. The written protest letter shall contain an explanation of the specific basis for the protest. The protesting respondent must provide facts and evidence to support the protest. A protest is considered filed when received by the Proposal Coordinator, Noah Gibson, Procurement Director, via either U.S. mail, postage prepaid, or personal delivery. Protests filed after the deadline for submission of protests will not be considered.

5.3 Required Contract Terms and Conditions
Any contract entered into between a Contracting Agency and a vendor/respondent shall include the required clauses found in Attachment B and those required by the Public Procurement Review Board’s Office of Personal Service Contract Review’s Rules and Regulations as updated and current at the time of this solicitation.

5.4 Optional Contract Terms and Conditions
Any contract entered into between a Contracting Agency and a vendor/respondent may have, at the discretion of the Contracting Agency, the optional clauses found in Attachment C and those within the Public Procurement Review Board’s Office of Personal Service Contract Review’s Rules and Regulations as updated and current at the time of this solicitation.

5.5 Mississippi Contract/Procurement Opportunity Search Portal
This Request for Proposals, and the questions and answers concerning this Request for Proposals, are posted on the Contract/Procurement Opportunity Search Portal.
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.

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

1. That he/she has thoroughly read and understands this Request for Proposals, RFP No. 3150003108, and the attachments herein;

2. That the company meets all requirements and acknowledges all certifications contained in this Request for Proposals, RFP No. 3150003108, and the attachments herein;

3. That the company agrees to all provisions of this Request for Proposals, RFP No. 3150003108, and the attachments herein;

4. That the company has, or will secure, at its own expense, applicable personnel who shall be qualified to perform the duties required to be performed under this Request for Proposals.

Printed Name: ____________________________________________________________

Signature/Date: ___________________________________________________________
ATTACHMENT A

Certifications and Assurances

I/We make the following certifications and assurances as a required element of the offer to which it is attached, of the understanding that the truthfulness of the facts affirmed here and the continued compliance with these requirements are conditions precedent to the award or continuation of the related contract(s):

1. REPRESENTATION REGARDING CONTINGENT FEES
   Contractor represents that it has/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 proposal.

2. REPRESENTATION REGARDING GRATUITIES
   The Respondent or Contractor represents that it has/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’s Office of Personal Service Contract Review’s Rules and Regulations.

3. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION
   The respondent certifies that the prices submitted in response to the solicitation have/have not been arrived at independently and without, for the purpose of restricting competition, any consultation, communication, or agreement with any other respondent or competitor relating to those prices, the intention to submit a proposal, or the methods or factors used to calculate price.

4. PROSPECTIVE CONTRACTOR’S REPRESENTATION REGARDING CONTINGENT FEES
   The prospective Contractor represents as a part of such Contractor’s proposal that such Contractor has/has not retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract.

   Name/Title: _____________________________________________________________

   Signature/Date: ___________________________________________________________

Note: Please be sure to circle the applicable word or words provided above. Failure to circle the applicable word or words and/or to sign the proposal form may result in the proposal being rejected as nonresponsive. Modifications or additions to any portion of this proposal document may be cause for rejection of the proposal.
ATTACHMENT B

Required Clauses for Service Contracts Resulting from this Request for Proposals

1. **Applicable Law.** The contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws, provisions, and any litigation with respect thereto shall be brought in the courts of the State. Contractor shall comply with applicable federal, state, and local laws and regulations.

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

3. **Compliance with Laws.** Contractor understands that the Agency is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and Contractor agrees during the term of the agreement that Contractor will strictly adhere to this policy in its employment practices and provision of services. Contractor shall comply with, and all activities under this agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

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

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

a. termination of this contract for services and ineligibility for any state or public contract in Mississippi for up to three (3) years with notice of such cancellation/termination being made public;
b. the loss of any license, permit, certification or other document granted to Contractor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year; or,
c. both.

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

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

7. Procurement Regulations. The contract shall be governed by the applicable provisions of the Mississippi Public Procurement Review Board’s Office of Personal Service Contract Review’s Rules and Regulations, a copy of which is available at 501 North Woolfolk Street, Suite 1301, Jackson, Mississippi 39201 for inspection, or downloadable at http://www.dfa.ms.gov.

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

9. Representation Regarding Gratuities. 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’s Office of Personal Service Contract Review’s Rules and Regulations.
10. **Stop Work Order.**

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

i. cancel the stop work order; or,

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

b. **Cancellation or Expiration of the Order:** If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, Contractor shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or Contractor price, or both, and the contract shall be modified in writing accordingly, if:

i. the stop work order results in an increase in the time required for, or in Contractor’s cost properly allocable to, the performance of any part of this contract; and,

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

c. **Termination of Stopped Work:** If a stop work order is not canceled and the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise.

11. **Termination for Convenience.**

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

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

12. **Termination for Default.**

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

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

c. **Compensation.** Payment for completed services delivered and accepted by the State shall be at the contract price. The State may withhold from amounts due Contractor such sums as the Agency Head or designee deems to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders and to reimburse the State for the excess costs incurred in procuring similar goods and services.

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

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

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

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

14. **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.

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

Optional Clauses for Use in Service Contracts Resulting from this Request for Proposals

1. **Anti-assignment/Subcontracting.** Contractor acknowledges that it was selected by the State to perform the services required hereunder, 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.

2. **Approval.** It is understood that this contract requires approval by the Public Procurement Review Board. If this contract is not approved, it is void and no payment shall be made hereunder.

3. **Attorney’s Fees and Expenses.** Subject to other terms and conditions of this agreement, in the event Contractor defaults in any obligations under this agreement, Contractor shall pay to the State all costs and expenses (including, without limitation, investigative fees, court costs, and attorney’s fees) incurred by the State in enforcing this agreement or otherwise reasonably related thereto. Contractor agrees that under no circumstances shall the customer be obligated to pay any attorney’s fees or costs of legal action to Contractor.

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

5. **Information Designated by Contractor as Confidential.** Any disclosure of those materials, documents, data, and other information which Contractor has designated in writing as proprietary and confidential shall be subject to the provisions of Mississippi Code Annotated §§ 25-61-9 and 79-23-1. As provided in the contract, the personal or professional services to be 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.

Any liability resulting from the wrongful disclosure of confidential information on the part of Contractor or its subcontractor shall rest with Contractor. Disclosure of any confidential
information by Contractor or its subcontractor without the express written approval of the Agency shall result in the immediate termination of this agreement.

6. **Confidentiality.** Notwithstanding any provision to the contrary contained herein, it is recognized that Agency is a public agency of the State of Mississippi and is subject to the Mississippi Public Records Act. Mississippi Code Annotated §§ 25-61-1 et seq. If a public records request is made for any information provided to Agency pursuant to the agreement and designated by the Contractor in writing as trade secrets or other proprietary confidential information, Agency shall follow the provisions of Mississippi Code Annotated §§ 25-61-9 and 79-23-1 before disclosing such information. The Agency shall not be liable to the Contractor for disclosure of information required by court order or required by law.

7. **Contractor Personnel.** The Agency shall, throughout the life of the contract, have the right of reasonable rejection and approval of staff or subcontractors assigned to the work by Contractor. If the Agency reasonably rejects staff or subcontractors, Contractor must provide replacement staff or subcontractors satisfactory to the Agency in a timely manner and at no additional cost to the Agency. The day-to-day supervision and control of Contractor’s employees and subcontractors is the sole responsibility of Contractor.

8. **Debarment and Suspension.** Contractor certifies to the best of its knowledge and belief, that it:

   (1) is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency or any political subdivision or agency of the State of Mississippi;
   
   (2) has not, within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction;
   
   (3) has not, within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against it for a violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
   
   (4) is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in paragraphs two (2) and (3) of this certification; and,
   
   (5) has not, within a three-year period preceding this proposal, had one or more public transactions (federal, state, or local) terminated for cause or default.

9. **Disclosure of Confidential Information.** In the event that either party to this agreement receives notice that a third party requests divulgence of confidential or otherwise protected information and/or has served upon it a subpoena or other validly issued administrative or judicial process ordering divulgence of confidential or otherwise protected information that party shall promptly inform the other party and thereafter respond in conformity with such subpoena to the extent mandated by law. This section shall survive the termination or
completion of this agreement. The parties agree that this section is subject to and superseded by Mississippi Code Annotated §§ 25-61-1 et seq.

10. Exceptions to Confidential Information. Contractor and the State shall not be obligated to treat as confidential and proprietary any information disclosed by the other party ("disclosing party") which:

(1) is rightfully known to the recipient prior to negotiations leading to this agreement, other than information obtained in confidence under prior engagements;
(2) is generally known or easily ascertainable by nonparties of ordinary skill in the business of the customer;
(3) is released by the disclosing party to any other person, firm, or entity (including governmental agencies or bureaus) without restriction;
(4) is independently developed by the recipient without any reliance on confidential information;
(5) is or later becomes part of the public domain or may be lawfully obtained by the State or Contractor from any nonparty; or,
(6) is disclosed with the disclosing party’s prior written consent.

11. Errors in Extension. If the unit price and the extension price are at variance, the unit price shall prevail.

12. Failure to Deliver. In the event of failure of Contractor to deliver services in accordance with the contract terms and conditions, the Agency, after due oral or written notice, may procure the services from other sources and hold Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the Agency may have.

13. Failure to Enforce. Failure by the Agency at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the Agency to enforce any provision at any time in accordance with its terms.

14. Final Payment. Upon satisfactory completion of the work performed under this contract, as a condition before final payment under this contract, or as a termination settlement under this contract, Contractor shall execute and deliver to the Agency a release of all claims against the State arising under, or by virtue of, the contract, except claims which are specifically exempted by Contractor to be set forth therein. Unless otherwise provided in this contract, by state law, or otherwise expressly agreed to by the parties in this contract, final payment under the contract or settlement upon termination of this contract shall not constitute waiver of the State’s claims against Contractor under this contract.

15. Force Majeure. Each party shall be excused from performance for any period and to the extent that it is prevented from performing any obligation or service, in whole or in part, as a result of causes beyond the reasonable control and without the fault or negligence of such party and/or its subcontractors. Such acts shall include without limitation acts of God, strikes,
lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, earthquakes, floods, or other natural disasters ("force majeure events"). When such a cause arises, Contractor shall notify the State immediately in writing of the cause of its inability to perform, how it affects its performance, and the anticipated duration of the inability to perform. Delays in delivery or in meeting completion dates due to force majeure events shall automatically extend such dates for a period equal to the duration of the delay caused by such events, unless the State determines it to be in its best interest to terminate the agreement.

16. **HIPAA Compliance.** Contractor agrees to comply with the “Administrative Simplification” provisions of the Health Insurance Portability and Accountability Act of 1996, including electronic data interchange, code sets, identifiers, security, and privacy provisions, as may be applicable to the services under this contract.

17. **Indemnification.** To the fullest extent allowed by law, 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 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, Contractor may be allowed to control the defense of any such claim, suit, etc. In the event Contractor defends said claim, suit, etc., Contractor shall use legal counsel acceptable to the State. 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. Contractor shall not settle any claim, suit, etc. without the State’s concurrence, which the State shall not unreasonably withhold.

18. **Independent Contractor Status.** Contractor shall, at all times, be regarded as and shall be legally considered an independent contractor and shall at no time act as an agent for the State. Nothing contained herein shall be deemed or construed by the State, Contractor, or any third party as creating the relationship of principal and agent, master and servant, partners, joint ventures, employer and employee, or any similar such relationship between the State and Contractor. Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any acts of the State or Contractor hereunder creates, or shall be deemed to create a relationship other than the independent relationship of the State and Contractor. Contractor’s personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of the State. Neither Contractor nor its employees shall, under any circumstances, be considered servants, agents, or employees of the Agency, and the Agency shall be at no time legally responsible for any negligence or other wrongdoing by Contractor, its servants, agents, or employees. The Agency shall not withhold from the contract payments to Contractor any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to Contractor. Further, the Agency shall not provide to Contractor any insurance coverage or other benefits, including Worker’s Compensation, normally provided by the State for its employees.
19. **Integrated Agreement/Merger.** This agreement, including all contract documents, represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations or agreements, irrespective of whether written or oral. This agreement may be altered, amended, or modified only by a written document executed by the State and Contractor. Contractor acknowledges that it has thoroughly read all contract documents and has had the opportunity to receive competent advice and counsel necessary for it to form a full and complete understanding of all rights and obligations herein. Accordingly, this agreement shall not be construed or interpreted in favor of or against the State or Contractor on the basis of draftsmanship or preparation hereof.

20. **Contract Modification means any written alteration in contract requirements, deliverables, delivery point, rate of delivery, period of performance, price, quantity, or other provisions of any contract accomplished by mutual action of the parties to the contract. Modifications must be approved by the PPRB pursuant to Section 7-111 (Modifications) of the Mississippi Public Procurement Review Board’s Office of Personal Service Contract Review’s Rules and Regulations. Modifications shall not grant extra compensation, fee, or allowance to any Contractor after service is rendered or contract is made, unless contemplated within the contract itself or unless the scope of services is increased.) 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.

21. **No Limitation of Liability.** Nothing in this agreement shall be interpreted as excluding or limiting any tort liability of Contractor for harm caused by the intentional or reckless conduct of Contractor or for damages incurred through the negligent performance of duties by Contractor or the delivery of products that are defective due to negligent construction.

22. **Notices.** All notices required or permitted to be given under this agreement must be in writing and personally delivered or sent by certified United States mail, postage prepaid, return receipt requested, to the party to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

<table>
<thead>
<tr>
<th>For the Agency:</th>
<th>For Contractor:</th>
</tr>
</thead>
<tbody>
<tr>
<td>[Name, Title]</td>
<td>[Name, Title]</td>
</tr>
<tr>
<td>[Agency Name]</td>
<td>[Contractor Name]</td>
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<tr>
<td>[Address]</td>
<td>[Address]</td>
</tr>
<tr>
<td>[City, State, Zip]</td>
<td>[City, State, Zip]</td>
</tr>
</tbody>
</table>

23. **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 and Contractor.
24. **Oral Statements.** No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this contract. All modifications to the contract must be made in writing by the Agency and agreed to by Contractor.

25. **Ownership of Documents and Work Papers.** Agency shall own all documents, files, reports, work papers and working documentation, electronic or otherwise, created in connection with the project which is the subject of this agreement, except for Contractor’s internal administrative and quality assurance files and internal project correspondence. Contractor shall deliver such documents and work papers to Agency upon termination or completion of the agreement. The foregoing notwithstanding, Contractor shall be entitled to retain a set of such work papers for its files. Contractor shall be entitled to use such work papers only after receiving written permission from Agency and subject to any copyright protections.

26. **Priority.** The contract consists of this agreement with exhibits, the procurement Request for Proposals [number] (hereinafter referred to as RFP and attached as Schedule [ ]), and the response dated [date] by [CONTRACTOR NAME] (hereinafter referred to as Proposal and attached as Schedule [ ]). Any ambiguities, conflicts or questions of interpretation of this contract shall be resolved by first, reference to this agreement with exhibits and, if still unresolved, by reference to the RFP and, if still unresolved, by reference to the Proposal. Omission of any term or obligation from this agreement or attached Schedules [ ] or [ ] shall not be deemed an omission from this contract if such term or obligation is provided elsewhere in this contract.

27. **Quality Control.** Contractor shall institute and maintain throughout the contract period a properly documented quality control program designed to ensure that the services are provided at all times and in all respects in accordance with the contract. The program shall include providing daily supervision and conducting frequent inspections of Contractor’s staff and ensuring that accurate records are maintained describing the disposition of all complaints. The records so created shall be open to inspection by the Agency.

28. **Record Retention and Access to Records.** Provided Contractor is given reasonable advance written notice and such inspection is made during normal business hours of Contractor, the State or any duly authorized representatives shall have unimpeded, prompt access to any of Contractor’s books, documents, papers, and/or records which are maintained or produced as a result of the project for the purpose of making audits, examinations, excerpts, and transcriptions. All records related to this agreement shall be retained by Contractor for three (3) years after final payment is made under this agreement and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this project is commenced before the end of the three-year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the three-year period, whichever is later.

29. **Recovery of Money.** Whenever, under the contract, any sum of money shall be recoverable from or payable by Contractor to the Agency, the same amount may be deducted from any sum due to Contractor under the contract or under any other contract between Contractor and the Agency. The rights of the Agency are in addition and without prejudice to any other right
the Agency may have to claim the amount of any loss or damage suffered by the Agency on account of the acts or omissions of Contractor.

30. **Right to Audit.** Contractor shall maintain such financial records and other records as may be prescribed by the Agency or by applicable federal and state laws, rules, and regulations. Contractor shall retain these records for a period of three (3) years after final payment, or until they are audited by the Agency, whichever event occurs first. These records shall be made available during the term of the contract and the subsequent three-year period for examination, transcription, and audit by the Mississippi State Auditor’s Office, its designees, or other authorized bodies.

31. **Right to Inspect Facility.** The State may, at reasonable times, inspect the place of business of a Contractor or any subcontractor which is related to the performance of any contract awarded by the State.

32. **Severability.** If any part of this agreement is declared to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of the agreement that can be given effect without the invalid or unenforceable provision, and to this end the provisions hereof are severable. In such event, the parties shall amend the agreement as necessary to reflect the original intent of the parties and to bring any invalid or unenforceable provisions in compliance with applicable law.

33. **State Property.** Contractor will be responsible for the proper custody and care of any state-owned property furnished for Contractor’s use in connection with the performance of this agreement. Contractor will reimburse the State for any loss or damage, normal wear and tear excepted.

34. **Third Party Action Notification.** Contractor shall give the customer prompt notice in writing of any action or suit filed, and prompt notice of any claim made against Contractor by any entity that may result in litigation related in any way to this agreement.

35. **Unsatisfactory Work.** If, at any time during the contract term, the service performed or work done by Contractor is considered by the Agency to create a condition that threatens the health, safety, or welfare of the citizens and/or employees of the State of Mississippi, Contractor shall, on being notified by the Agency, immediately correct such deficient service or work. In the event Contractor fails, after notice, to correct the deficient service or work immediately, the Agency shall have the right to order the correction of the deficiency by separate contract or with its own resources at the expense of Contractor.
36. **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.

37. **Requirements Contract.** During the period of the contract, Contractor shall provide all the service described in the contract. Contractor understands and agrees that this is a requirements contract and that the Agency shall have no obligation to Contractor if no services are required. Any quantities that are included in the scope of work reflect the current expectations of the Agency for the period of the contract. The amount is only an estimate and Contractor understands and agrees that the Agency is under no obligation to 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. Contractor further understands and agrees that the Agency 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.
ATTACHMENT D
Proposal Cover Sheet

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

PLEASE MARK YOUR ENVELOPE:
Request for Proposals for Fiscal Intermediary Services for the Education Training Voucher Program
RFP No. 3150003108
Opening Date: September 11, 2020, 5:00 PM CST
Mississippi Department of Child Protection Services
750 North State Street
Jackson, Mississippi 39202
SEALED PROPOSAL PACKAGE
***DO NOT OPEN***

Date Submitted: ____________

Amount of Funding Requested: $____________________ (include all associated costs with no additional or hidden fees)

Proposer Organization Information:

Name of Organization: ____________________________________________________________

Mailing Address: ________________________________________________________________

Authorized Official: ______________________________________________________________

Phone: (____) __________________ Email: __________________________________________

Tax I.D. No.: ___________________ DUNS No.: ________________________________

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

Contact Person for Proposer:
ATTACHMENT E
NON-STATE AGENCIES ONLY
Mississippi Department of Child Protection Services Mississippi Department of Human Services Board Member’s Notification of Liability

Liability

MDCPS assumes no liability for actions of the Subgrantee or its employees, agents or representatives under this Subgrant. Subgrantee agrees to indemnify, defend, save and hold harmless MDCPS from and against all claims, demands, liabilities, suits, damages and costs of every kind and nature whatsoever, including court costs and attorney’s fees, arising out of or caused by Subgrantee and/or its agents, employees, contractors, or subcontractors, in the performance of this Subgrant. The Subgrantee acting through its Board of Directors assumes liability in the event the Subgrantee misuses funds or fails to perform according to the provisions of the Subgrant. The Subgrantee shall notify each Board member, in writing, within 15 days of receiving the executed Subgrant of this requirement, and the Subgrantee shall sign a statement of this effect prior to receiving funds under this subgrant.

I acknowledge and agree to notify all members of the Board of Directors, if applicable, in writing of the assumption by ______________________ of liability in the event that ______________________ misuses funds or fails to perform according to the provisions of the Subgrant. Further, I will keep a copy of said notification letter as a permanent part of the Subgrant file.

Signature of Entity’s Director ________________________________
Name: ____________________________________________________
Organization: ______________________________________________
Date: ______________________________________________________


OVERVIEW

Each Subgrantee and any lower-tier subrecipient must assure compliance with the regulations, policies, guidelines, and requirements imposed by the Federal grantor agency and MDHS. The assurances listed in this section may not be applicable to a particular project or program, and there may be additional assurances required by certain Federal awarding agencies. Therefore, all subgrantees are responsible for knowing the specific requirements of their awards. Templates for required certifications are available online through subgrantees’ MDHS employee account at www.mdhs.ms.state.us.

In addition, each subgrantee must certify in writing that it will comply with the following regulations:

- Lobbying;
- Suspension and Debarment;
- Drug-Free Workplace;
- Unresolved Monitoring and Audit Findings; and
- Fidelity Bond Coverage.

STANDARD ASSURANCES

The Subgrantee assures that it:

1. Has the legal authority to apply for and receive the subgrant; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the subgrantee's governing body, authorizing the subgrant, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the Subgrantee to act in connection with the subgrant and to provide such additional information as may be required;

2. Shall give MDHS, the State Auditor's Office, the Federal grantor agency, and the Comptroller General, or any other appropriate authorized state or Federal representatives, access to and the right to examine and copy all records, books, papers, documents, or items related to the subgrant for as long as these records are required to be retained;

3. Shall establish and maintain both fiscal and program controls and accounting procedures in accordance with Generally Accepted Accounting Principles and Federal grantor agency and MDHS directives; and will keep and maintain such books and records for audit by MDHS, by the Federal grantor agency, by the State Auditor, or by their authorized representatives; and will maintain either electronic or paper files of all such records, books, papers, documents, or items for a period of at least three (3) years from the date of submission of the final Claim Support Sheet,
or, if any litigation, claim, audit, or action has begun before the expiration of the three-year period, will retain all such items until the completion of the action and resolution of all issues involved or until the end of the regular three-year period, whichever is later, and will obtain written approval from the MDHS Division of Program Integrity or Funding Division Director prior to destroying any such items as described above upon the expiration of the above-stated period. The request shall be completed by submission of the Request to Dispose of Records form (MDHS-DPI-001);

4. Shall comply with the Single Audit Act Amendments of 1996;

STANDARD ASSURANCES AND CERTIFICATIONS

5. Shall comply with the OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;

6. Shall provide, in a timely manner, written disclosure, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the subgrant;

7. Shall establish safeguards to prohibit employees from using their positions for a purpose that involves nepotism, or constitutes, or presents the appearance of any other personal or organizational conflict of interest, or personal gain;

8. Shall comply with all Federal and State statutes relating to discrimination, including, but not limited to:

   Title VI of the Civil Rights Act of 1964, prohibiting discrimination on the basis of race, color, or national origin;

   Title VII of the Civil Rights Act of 1964, relating to non-discrimination in matters of recruitment, hiring, promotion, and other employment practices;

   Title VIII of the Civil Rights Act of 1968, as amended, relating to non-discrimination in the sale, rental, or financing of housing;

   Title IX of the Education Amendments of 1972, as amended, prohibiting discrimination on the basis of gender in federally assisted education programs and activities;

   Age Discrimination Act of 1975, prohibiting discrimination on the basis of age;

   Section 504 of the Rehabilitation Act of 1973, prohibiting discrimination on the basis of handicaps; Subtitle A, Title II of the Americans with Disabilities Act
(ADA) (1990);

Omnibus Reconciliation Act of 1981, prohibiting discrimination on the basis of race, color, religion, sex, national origin, age, and handicap;

Drug Abuse Office and Treatment Act of 1972, as amended, relating to non-discrimination on the basis of drug abuse;

Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970, as amended, relating to non-discrimination on the basis of alcohol abuse or alcoholism;

Sections 523 and 527 of the Public Health Service Act of 1912, as amended, relating to confidentiality of alcohol and drug abuse patient records; and

Any other non-discrimination provisions in the specific statute(s) under which these monies will be granted or awarded and the requirements of any other non-discrimination statute(s) which may apply to this subgrant or award.

9. Shall ensure that buildings and facilities owned, occupied, or financed by the United States government are accessible to and usable by physically handicapped persons in accordance with the Architectural Barriers Act of 1968;

10. Shall comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970, which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally assisted programs. These provisions apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases;

11. Shall comply with the provisions of the Hatch Act, as amended, which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds;

12. Shall comply, as applicable, with the provisions of the Davis-Bacon Act, the Copeland Act, and the Contract Work Hours and Safety Standards Act, regarding labor standards for federally assisted construction subagreements;

13. Shall conform with Executive Order (EO) 11246, entitled "Equal Employment Opportunity," as amended by EO 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60) and will incorporate an equal opportunity clause in federally assisted construction contracts and subcontracts;

14. Shall comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act;

15. Shall comply with the Intergovernmental Personnel Act of 1970 relating to prescribed standards for merit systems for programs funded under one of the 19
statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration;

16. Shall comply, if applicable, with Section 102(a) of the Flood Disaster Protection Act of 1973, which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more;

17. Shall comply with the Lead-Based Paint Poisoning Prevention Act, which prohibits the use of lead-based paint in construction or rehabilitation of residence structures;

18. Shall assist the Federal grantor agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended; EO 11593; and the Archaeological and Historic Preservation Act of 1974;
19. Shall comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 and EO 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in flood plains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972; (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176 of the Clean Air Act of 1955, as amended; (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended; (h) protection of endangered species under the Endangered Species Act of 1973, as amended; (I) Section 6002 of the Resource Conservation and Recovery Act; and (j) the Coastal Barriers Resources Act;

20. Shall comply with the Wild and Scenic Rivers Act of 1968 related to protecting components or potential components of the national wild and scenic rivers system;

21. Shall comply with Public Law (PL) 93-348 regarding the protection of human subjects involved in research, development and related activities supported by this subgrant;

22. Shall comply with the Laboratory Animal Act of 1966 pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this subgrant;

23. Shall comply with Federal regulations regarding criteria for cost sharing or matching contributions;

24. Shall assure all funds received shall be used only to supplement services and activities that promote the purposes for which the grant is awarded, and not supplant, unless specifically authorized by the program regulations and the appropriate MDHS Division;

25. Shall provide certification regarding lobbying to comply with Section 319, PL 101-121 (31 USC 1352);

26. Shall provide the required certification regarding their exclusion status and that of their principal’s prior to the award in accordance with EOs 12549 and 12689 Debarment and Suspension;

27. Shall provide certification to comply with the Drug-Free Workplace Act of 1988;

28. Shall comply with The Privacy Act of 1974 (5 USC §552a) related to gathering and disclosure of information and documentation maintained on individuals;
29. Shall comply with all applicable requirements of all other Federal and State laws, Executive Orders, regulations, and policies governing the program(s) for which these monies are provided and with the terms and conditions of the Subgrant Agreement, including but not limited to all documentation/information required by the MDHS funding divisions for federal reporting purposes.

30. Shall comply with all requirements of the Federal Funding Accountability and Transparency Act (FFATA). This includes providing the grantor a DUNS number and other information such as executive compensation data when required so the grantor can meet the reporting requirements of FFATA.

31. Shall comply with the program for enhancement of contractor employee whistleblower protections (48 CFR 3.908-3, 48 CFR 52.203-17 and 41 U.S.C. 4712). Specifically, the subgrantee/lower-tier subrecipient shall provide written notification to all employees, of the subgrantee/lower-tier subrecipient, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in 48 CFR 3.908 of the Federal Acquisition Regulation. Subgrantees shall also include in each agreement with lower-tier subrecipients the required whistleblower provisions, as mandated in 48 CFR 52.203-17.

32. Shall ensure that it will require any lower-tier subrecipients to comply with the above listed regulations and any other applicable requirements of all other Federal and State laws, Executive Orders, regulations, and policies governing the program(s) for which these monies are provided and with the terms and conditions of the Subgrant Agreement, including but not limited to all documentation/information required by the MDHS funding divisions for federal reporting purposes.

Signature of Entity’s Director ___________________________________________
Name: __________________________________________________________________
Organization: __________________________________________________________________
Date: ___________________________________________________________________
ATTACHMENT G
Mississippi Department of Child Protection Services/
Mississippi Department of Human Services
COST SUMMARY SUPPORT SHEET

General

The Cost Summary Support Sheet (MDHS-CSSS-1007) is used to identify each of the budget categories and line items authorized under each of the budget activities on the Budget Summary (MDHS-BS-1006) and to provide a description of the item and the basis for valuation or cost.

Instructions

(1) Applicant Agency
   Enter the name of the subgrantee.

(2) Agreement Number
   To be assigned by MDHS Division of Budgets and Accounting.

(3) Grant ID
   To be provided by MDHS funding division.

(4) Beginning
   Enter the start date for the subgrant period. If the Cost Summary Support Sheet is part of an application for funds, enter the proposed beginning date.

(5) Ending
   Enter the date the subgrant period expires. If the Cost Summary Support Sheet is part of an application for funds, enter the proposed ending date.

(6) Activity
   Enter the activity as listed in Item 8 of the Budget Summary.

(7) Budget Category
   Enter each budget category exactly as authorized in the subgrant.
   The budget categories that may be used are:
   a. Salaries
   b. Fringe Benefits
   c. Travel
   d. Contractual Services
   e. Commodities
   f. Capital Outlay-Equipment
   g. Capital Outlay - Other
   h. Subsidies/Loans/Grants
   i. Indirect Cost

(8) Budget Amount
   In the appropriate column, enter the amount in each line item to be paid' from federal funds and from all other funding sources (i.e., state/local/private funds, in-kind match, or program income).
<table>
<thead>
<tr>
<th>1. Applicant Agency</th>
<th>2. Subgrant Number</th>
<th>3. Grant ID</th>
<th>4. Beginning Date</th>
<th>5. Ending Date</th>
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<td>Federal</td>
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</tbody>
</table>

**TOTAL**
General
The Budget Summary (MDHS-BS-1006) is a compilation of the specific budget activities Authorized in the subgrant as indicated on each of the Cost Summary Support Sheets (MDHSCCSSS-1007).

Instructions

1. Applicant Agency
   Enter the name of subgrantee.

2. Agreement Number
   To be assigned by MDHS Division of Budgets and Accounting.

3. Grant ID
   To be provided by the funding source.

4. Beginning
   Enter the start date for the subgrant period as shown on the Subgrant Signature Sheet (MDHS-SCSS-1002) and on the Cost Summary Support Sheets.

5. Ending
   Enter the date the subgrant period expires as shown on the Subgrant Signature Sheet and on the Cost Summary Support Sheets.

6. Submitted as Part of (Check One)
   a. Funding Request - if part of an application for funds.
   b. Modification Request No. - if a revision to a Budget Summary.
   c. Enter Modification Effective Date.

7. Budget Activity
   List separately each budget activity for which a separate Cost Summary Support Sheet has been prepared. Enter the Source of Funds for each budget activity. The amount entered on the Budget Summary must come from the TOTAL COSTS line on the bottom of the Cost Summary Support Sheet.
| 1. Applicant Agency |
| 2. Agreement Number | 3. Grant ID | 4. Beginning Date | 5. Ending Date |
| 6. Submitted as part of: (check one) | A. Funding Request | B. Modification |
| Modification Effective Date: |

| 7. Budget Activity | Funding Sources |
| | Federal | State | Local | Program | In-Kind | Total |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| TOTAL | | | | | | |
ATTACHMENT J

For Illustrative Purposes Only

Budget Narrative

The Budget Narrative is used by subgrantees to provide a complete description of each item of cost under each budget category for each budget activity under the subgrant. 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 subgrant 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

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Salaries</td>
<td>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 subgrant 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</td>
<td>$6,412.50</td>
</tr>
<tr>
<td>Secretary/Bookkeeper</td>
<td>- This position maintains all records for the day care centers. Full-time position, 25% of time at $13,960 per year</td>
<td>$3,490.00</td>
</tr>
<tr>
<td>Total Administration Salaries</td>
<td></td>
<td>$9,902.50</td>
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<tr>
<td>Fringe Benefits</td>
<td>FICA - 7.65% of gross salaries $757.54</td>
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<tr>
<td></td>
<td>Workmen’s Compensation - 3% of gross salaries $297.08</td>
<td></td>
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<tr>
<td></td>
<td>Health Insurance - $120 per mo. per employee for 12 mos. x 25% $720.00</td>
<td></td>
</tr>
<tr>
<td>Total Administration Fringe Benefits</td>
<td></td>
<td>$1,774.62</td>
</tr>
<tr>
<td>Travel</td>
<td>Project Director is anticipated to visit day care sites at least quarterly. Mileage estimated at 600 miles x $0.51 per mile x 25% $76.50 In-Service Training (2 sessions at $240 each x 25%) $120.00</td>
<td></td>
</tr>
<tr>
<td>Total Administration Travel</td>
<td></td>
<td>$196.50</td>
</tr>
<tr>
<td>Commodities</td>
<td>Office Supplies - Paper, pens, calculator tape, etc. $200 x 25% $50.00</td>
<td></td>
</tr>
</tbody>
</table>
Office Furniture - Secretarial Desk at $300 and Chair at $100 x 25%

Total Administration Commodities

$100.00

$150.00
I. Administration Budget Activity (continued)

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

Total Indirect Costs $817.40

Total for the Administration Budget Activity $12,841.02

II. Child Day Care Budget Activity

Salaries

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

Total Salaries $100,250.00

Fringe Benefits

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

Total Fringe Benefits $16,436.63

Travel

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

Total Travel $2,175.00

Contractual Services

- Software - License agreements for the use of new software applications necessary to effectively operate each of the four child care centers, including:
  - Office management programs $200 x 4 x .25% $200.00
  - Curriculum and training programs $300 x 4 x .25% $300.00
Utilities for each of the four (4) child care centers, including:

Telephone service - 4 centers x $80 per month x 12 months x 25% $960.00
Electricity - 4 centers x $200 per month x 12 months x 25% $600.00
Water/Sewer - 4 centers x $50 per month x 12 months x 25% $600.00

Total Contractual Services $4,460.00

II. Child Day Care Budget Activity (Continued)

Commodities

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

Total Commodities $1,300.00

Capital Outlay - Equipment

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

Total Capital Outlay - Equipment $2,075.00

Capital Outlay - Other

Use Allowances for compensation for the use of the four child care center buildings based on the acquisition cost of the buildings and computed at an annual rate not exceeding two percent (2%) of the acquisition cost, as follows:
1. Center A at $52,000 acquisition cost x 2% use allowance x 25% $260.00
2. Center B at $60,000 acquisition cost x 2% use allowance x 25% $300.00
3. Center C at $64,000 acquisition cost x 2% use allowance x 25% $320.00
4. Center D at $110,000 acquisition cost x 2% use allowance x 25% $550.00

Total Capital Outlay - Other $1,430.00

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

Grand Total for the Entire Subgrant $140,967.65
Subgrant/Agreement Manual Coordinator

Each Subgrantee should designate a Mississippi Department of Child Protection Services, Mississippi Department of Human Services Subgrant/Agreement Manual coordinator who is familiar with the agency’s operations. The coordinator’s name, address, and telephone number should be sent directly to the Director, Office of Monitoring, Mississippi Department of Human Services, by the beginning of each contract period. The subgrantee should only notify the Director, Office of Monitoring, MDHS, in writing of any change in assignment.

As duly authorized representative of the ________________________________
______________________________________________, I certify that said organization will comply with the above provisions and that I have accessed as of this date, a copy of the 2020 Mississippi Department of Human Services Subgrant/Agreement Manual.

___________________________________________
Signature

___________________________________________
Date

___________________________________________
Title

___________________________________________
Organization
ATTACHMENT L
Mississippi Department of Child Protection Services

Pre-Applicant’s Statement of Acknowledgment

I understand and acknowledge that my signature on the attached Subgrant Signature Sheet, Subgrant Agreement, and other documents and exhibits does not constitute a subgrant 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 the program area to reject any or all applications.

Name__________________________________________________________

Organization____________________________________________________

Date____________________________________________________________
ATTACHMENT M
MISSISSIPPI DEPARTMENT OF CHILD PROTECTION SERVICES
FEDERAL DEBARMENT VERIFICATION FORM

Please Print/Type Clearly in Blue Ink

<table>
<thead>
<tr>
<th>Subgrantee’s/Contractor’s Name</th>
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<tbody>
<tr>
<td>Authorized Official’s Name</td>
<td></td>
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<tr>
<td>DUNS Number</td>
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<tr>
<td>Address</td>
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<tr>
<td>Are you currently registered with <a href="http://www.sam.gov">www.sam.gov</a> (Respond Yes or No)</td>
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<td>Registration Status (Type Active or Inactive)</td>
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<td>Active Exclusions (Type Yes or No)</td>
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I hereby certify that________________________________________ is not on the list for federal debarment on

Subgrantee’s Name/Contractor’s Name
www.sam.gov –System for Award Management.

__________________________ Signature of Authorized Official ____________ Date
MISSISSIPPI DEPARTMENT OF CHILD PROTECTION SERVICES PARTNERSHIP DEBARMENT VERIFICATION FORM

Please Print/Type Clearly in Blue Ink

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I hereby certify that all entities who are in partnership with MDCPS (subcontractors, subrecipients, et al.) are not on the federal debarment list on www.sam.gov – 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 O

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.

<table>
<thead>
<tr>
<th>RFP Reference</th>
<th>Proposer Proposal Reference</th>
<th>Brief Explanation of Exception</th>
<th>MDCPS Acceptance (sign here only if accepted)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Reference specific outline point to which exception is taken</td>
<td>Page, section, items in Proposer’s proposal where exception is explained</td>
<td>Short description of exception being made</td>
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ATTACHMENT P

2nd Modified Mississippi Settlement Agreement and Reform Plan

(See Mississippi Department of Child Protection Services Website)
https://www.mdcps.ms.gov/olivia-v-lawsuit/
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.: __________________

MAGIC Vendor #s (if known): ________________________________________________

MINORITY STATUS

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

___ Applicable  ___ Not Applicable

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

Minority Business Enterprise  Women Business Enterprise

___A (Asian Indian)  ___M (Asian Indian)

___B (Asian Pacific)  ___N (Asian Pacific)

___C (Black American)  ___O (Black American)

___P (Hispanic American)  ___Q (Native American)

___R (Other) Non Ethnic Women

___D (Hispanic American)

___E (Native American)

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: __________________