



**ANDREA SANDERS  
COMMISSIONER**

**REQUEST FOR PROPOSALS (RFP)**

**SUPERVISED INDEPENDENT LIVING  
RFP# 2024SILG001**

**RFX: 3140003846**

Issue Date: Thursday, March 28, 2024

**CLOSING LOCATION**

Mississippi Department of Child Protection Services  
750 North State Street  
Jackson, Mississippi 39202

**CONTACT**

Jerrika Brantley, RFP Coordinator  
601-359-4368  
[contracts@mdcps.ms.gov](mailto:contracts@mdcps.ms.gov)

**CLOSING DATE AND TIME**

Proposals must be received by Thursday, April 18, 2024, by 12:00 PM, CT

**MDCPS WELCOMES THE PARTICIPATION OF MINORITY  
BUSINESSES**

## Table of Contents

|  |    |
|--|----|
| SECTION 1: REQUEST FOR PROPOSAL (RFP) PROCESS OVERVIEW.....                  | 3  |
| SECTION 2: PROGRAM INFORMATION .....   | 7  |
| SECTION 3: MINIMUM CERTIFICATIONS.....                                       | 12 |
| SECTION 4: PROPOSAL FORMAT .....   | 13 |
| 4.1 Written Proposals Shall Contain the Following Minimum Information: ..... | 13 |
| 4.2 Evaluation Procedure .....   | 15 |
| 4.2.1 Step One:.....   | 15 |
| 4.2.1.1 Responsive Respondent.....   | 16 |
| 4.2.1.2 Responsible Respondent.....  | 16 |
| 4.2.2 Step Two:.....   | 16 |
| 4.2.2.1 Relevant Experience and Expertise (10 point maximum) .....           | 16 |
| 4.2.2.2 Service Goals and Objectives (10 point maximum) .....                | 16 |
| 4.2.2.3 Program Approach (15 point maximum).....                             | 17 |
| 4.2.2.4 Management Plan (10 point maximum) .....                             | 17 |
| 4.2.2.5 Service Coordination/Collaboration (10 point maximum) .....          | 17 |
| 4.2.2.6 Timetable (10 point maximum).....                                    | 17 |
| 4.2.2.7 Budget Narrative (35 point maximum) .....                            | 18 |
| 4.4 Nonconforming Terms and Conditions.....                                  | 20 |
| 4.5 Informalities and Irregularities.....                                    | 20 |
| 4.6 Conditioning Proposal Upon Other Awards .....                            | 20 |
| 4.7 Award .....  | 20 |
| 4.7.1 Notice of Intent to Award .....  | 21 |
| 4.7.2 Notice of Subgrant Agreement .....                                     | 21 |
| SECTION 5: POST AWARD INFORMATION .....                                      | 21 |
| 5.1 Post-Award Vendor Debriefing .....                                       | 21 |
| 5.2 Protest of Award .....   | 21 |
| 5.3 Required Subgrant Terms and Conditions .....                             | 22 |
| 5.4 MDCPS Website.....   | 22 |
| 5.5 Attachments .....  | 22 |
| 5.6 MDCPS Rights Reserved.....   | 22 |
| 5.7 Legal Requirements .....   | 23 |

## SECTION 1: REQUEST FOR PROPOSAL (RFP) PROCESS OVERVIEW

### 1.1 Proposal Acceptance Period

Respondents shall submit **one (1)** original, signed proposal, and **one (1) electronic copy** on USB flash drive in a **sealed** envelope or package to the following (mailed or hand-delivered), no later than the time and date specified for receipt of proposals:

**MDCPS Contracts & Procurement**  
**RFP No. 2024SILG001 - Supervised Independent Living**  
**750 North State Street**  
**Jackson, Mississippi 39202**

**NOTE: MDCPS will NOT accept proposals submitted via either electronic mail or facsimile.**

Timely submission is the responsibility of the respondent. Proposals received after the specified Proposal Submission Deadline described herein shall be rejected. Any proposal received later than **12:00 PM CT on Thursday, April 18, 2024**, will be declared non-responsive and not eligible for consideration for possible award of a subgrant. MDCPS will not entertain any exceptions to this hard deadline. The envelope or package shall be marked with the proposal opening date and time, and the number of the RFP. The time and date of receipt shall be indicated on the envelope or package by MDCPS staff. Modifications or additions to any portion of the procurement document may be cause for rejection of the proposal. 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

|   |   |
|---|---|
| Request for Proposals Issue Date:   | Thursday, March 28, 2024                    |
| Deadline for Written Questions and Requests for Clarification to MDCPS              | Tuesday, April 9, 2024 by 12:00 p.m., CT    |
| <b>Anticipated</b> Posting of Answers to Questions and Requests for Clarifications: | Thursday, April 11, 2024                    |
| Proposal Submission Deadline:   | Thursday, April 18, 2024, by 12:00 p.m., CT |
| Proposal Opening:   | Thursday, April 18, 2024, at 1:30 p.m., CT  |
| <b>Anticipated</b> Notice of Intent to Award:                                       | Thursday, April 26, 2024                    |
| <b>Anticipated</b> Period of Performance:   | October 1, 2024 – September 30, 2026        |

**Note:** **MDCPS reserves the right to adjust this schedule as it deems necessary.** MDCPS may post Answers to Questions or the Notice of Intent to Award on dates other than those stated above without amendment to this RFP. The initial contract term is

determined by MDCPS, but MDCPS may change the dates of the initial contract term without amendment to this RFP if the date changes are necessary because of the procurement schedule. No other dates shall be changed unless a written amendment is issued. MDCPS also has the right to reject any and all proposals during any step of the procurement or awarding process (even after negotiations have begun).

#### **1.1.2 Rejection of Proposals**

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

- A. The proposal contains unauthorized amendments to the requirements of the RFP.
- B. The proposal fails to include provisions as designated in the RFP.
- C. The proposal is conditional.
- D. The proposal is incomplete or contains irregularities which make the proposal indefinite or ambiguous.
- E. The proposal is received late. Late proposals will be retained unopened in the procurement file.
- F. The proposal is not signed by an authorized representative of the party.
- G. The proposal contains false or misleading statements or references.
- H. The proposal does not offer to provide all services required by the RFP.
- I. The proposal fails to follow the required format of Sec. 4.3.

#### **1.1.3 Exceptions**

Respondents taking exception to any part or section of the solicitation shall indicate such exceptions on the Proposal Exception Summary Form, attached to this RFP as Attachment B. Failure to indicate any exception will be interpreted as the respondent's intent to comply fully with the requirements as written. Conditional or qualified proposals, unless specifically allowed, shall be subject to rejection in whole or in part.

### **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 Confidential and Proprietary Information**

Should the respondent's proposal contain any confidential or proprietary information per Mississippi Code Annotated §§ 25-61-1, *et. seq.*, and 79-23-1 (1972, as amended), the respondent shall submit a separate redacted PDF copy of the proposal on a separate USB flash drive. The USB flash drive containing the separate redacted proposal shall be clearly labeled as "REDACTED COPY." A redacted copy will be in addition to the number of required copies as requested in Sec. 1.1 of this RFP.

If a respondent does include a redacted copy of the proposal, the redacted copy will be considered public record and will be released by MDCPS upon receipt of a Public Records Request. If the respondent does not include a redacted copy of the proposal, the entire proposal (including attachments, etc.) will be considered public record and subject to review by the general public. Requests to review confidential and/or proprietary information will be handled in accordance with applicable legal procedures. Failure to clearly redact any proprietary information, trade secrets, or other confidential commercial/financial information may result in that information being released in a public records request.

#### **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 Mississippi law and the Mississippi Secretary of State or, if not already registered, the respondent hereby certifies that it will register with the Mississippi Secretary of State within five (5) 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 subgrants 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 or federal government. The respondent shall submit a completed MDCPS Debarment Verification Form, attached to this RFP see Attachment H for additional details. The MDCPS reserves the right to deem any proposal not containing an executed MDCPS Debarment Verification Form as non-responsive to this RFP.

#### **1.6 Competitive Proposals**

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

Respondents submitting proposals in response to this RFP may be required, at MDCPS' discretion, to make an oral presentation of their proposals. The objectives of such presentations will be to clarify any questions MDCPS may have regarding proposed services and costs to assist MDCPS in arriving at a final selection. Toward this end, respondents shall have employees selected from key management positions available for attendance if a presentation is required. MDCPS will schedule the time and location of these presentations. These oral presentations are solely at the option of MDCPS and may or may not be conducted at the discretion of MDCPS.

#### **1.7 Additional Information**

Questions and requests for clarifications regarding this RFP shall be submitted in writing by e-mail to the RFP Coordinator at [contracts@mdcps.ms.gov](mailto:contracts@mdcps.ms.gov). Verbal questions will NOT be accepted. Questions shall NOT contain proprietary or classified information. MDCPS does not guarantee that questions received after the deadline are reflected in Section 1.1.1. Timeline will be answered. When submitting questions and requests for clarifications, “Questions for RFP No. 2024SILG001 - Supervised Independent Living” should be the subject for the email. Question submittals should include a reference to the applicable RFP section and be submitted in the format shown below:

| No. | RFP Section, Page No. | Question/Request for Clarification |
|-----|-----------------------|------------------------------------|
| 1.  |                       |                                    |

MDCPS will not be bound by any verbal or written information that is not contained within this RFP unless formally noticed and issued by MDCPS. Respondents are cautioned that any statements made by contact persons that cause a material change to any portion of the RFP shall not be relied upon unless subsequently ratified by a formal written amendment to the RFP. At no time shall any respondent or its personnel contact, or attempt to contact, any MDCPS staff regarding this RFP except in writing to the email address as set forth and, in the manner prescribed in this section.

## **1.8 Acknowledgment of Amendments**

Should an amendment to the RFP be issued, it will be posted on the MDCPS website ([www.mdcps.ms.gov](http://www.mdcps.ms.gov)) in a manner that all respondents will be able to view and posted to the MS Procurement Portal for ARPA Subgrants. Further, respondents must acknowledge receipt of any amendment to the solicitation by signing and returning the amendment with the proposal, by identifying the amendment number and date in the space provided for this purpose on the amendment, or by letter. The acknowledgment should be received by the MDCPS by the time and at the place specified for receipt of proposals as reflected in Section 1.1.1. It is the respondent’s sole responsibility to monitor the MDCPS website for amendments to the RFP.

This RFP, all questions, requests for clarification, and answers will be published on the MDCPS website ([www.mdcps.ms.gov](http://www.mdcps.ms.gov)) and posted to the MS Procurement Portal in a manner that all respondents will be able to view by the date reflected in Section 1.1.1. (Attachment T)

## **1.9 Type of Contract and Payment for Services**

Agreement(s) for services resulting from this RFP will be in the form of a firm fixed price subgrant. Payments for services will be on a Cost Reimbursement basis as detailed and required in the most current version of the MDCPS Subgrant Manual (Sec. 5.7).

Depending upon requirements of a federal award and other applicable federal cost principles, MDCPS may provide reimbursement to Subgrantees on a Current Needs/Cash Advance basis for the first sixty (60) days of the subgrant period. Subgrantees must submit this initial payment request through a Cash Advance Claim

Support Form. Payments on Current Needs/Cash Advance basis may be permitted by MDCPS provided that the Subgrantee maintains and/or demonstrates the capacity through established written procedures and financial management systems to meet the requirements of applicable federal cost principles.

**All payment requests will be on a Cost Reimbursement basis. Cost Reimbursement claims shall be accompanied by the following required supporting documentation: Subgrantee's General Ledger, Monthly Expenditure Report Form, and required Participant Data that reflects participants served during the prior month.**

Payment on Cost Reimbursement basis will be processed based on respondent's proper submission of a Claim Form along with required supporting documentation detailing services provided for any negotiated subgrant agreement. Any Subgrantee request for payment shall comply with the most current version of the MDCPS Subgrant Manual. MDCPS reserves the right, under the MDCPS Subgrant Manual, to monitor and review all claim submissions under any Subgrant Agreement entered into based upon this procurement.

**NOTE: Subgrantees that receive funding from any other source, such as another agency or grant, shall not be reimbursed for providing any of the proposed services as required and detailed in Section 2 of this RFP.**

#### **1.10 Written Proposals**

Proposals shall be in writing, indexed, and divided by sections to allow for ease of handling and review by MDCPS.

## **SECTION 2: PROGRAM INFORMATION**

### **2.1 Purpose**

The Mississippi Department of Child Protection Services (MDCPS), through the Division of Youth Transition Support Services, promotes intellectual and social development, mental wellness, physical health, economic success, safety, and permanency through youth-driven case planning while establishing and preserving connections for a manageable transition to adulthood. After the COVID-19 pandemic, youth, especially foster youth, across the United States faced, and are still facing, a wide range of emotional, mental, and behavioral challenges. These challenges pose barriers for foster youth in transition from foster care to obtaining skills needed to stabilize education, employment, housing, transportation, and vital skills to become productive members of their communities. MDCPS wishes to enhance and improve long-term outcomes for youth who have experienced foster care. To accomplish this mission, MDCPS plans to invest the resources at its disposal in concert with private and public partners to leverage and maximize those resources to develop a Supervised Independent Living Program for eligible foster youth ages 18-21. Preference will be given to provider(s) that:

- Have experience with a Supervised Independent Living Program as it relates to foster care.
- Can provide services statewide. Please indicate service area(s) in the response.
- Are already trained and using Trust-Based Relational Intervention (TBRI) as its trauma informed approach of choice.
- Are currently utilizing programs that align with Family First Prevention Services Act. Evidence-based programs rated “Well-Supported” in the Prevention Title IV-E Clearinghouse are strongly recommended. If the program is evidence-based, please indicate that in the response.
- Has capability to report outcomes as needed by MDCPS.
- Has capability to easily expand target population during the term of the agreement.

### 2.1.2 Definitions

For the purpose of this RFP, the below definitions apply:

**Supervised Independent Living-** a MDCPS licensed or approved setting in which young adults in foster care can reside with the least restrictive, non-traditional environment while continuing to receive casework and supportive services that promote independence and will help them become self-sufficient, encompassing a balance between independence and dependence. This includes placement services such as MDCPS or contract agency foster homes or facilities, contracted Independent Living (IL) programs or community-based housing arrangements that include ongoing case management for young adults.

**Trust-Based Relational Intervention (TBRI)-** a therapeutic model that trains caregivers to provide effective support and treatment for at-risk children.

#### **Approved Placement Settings-**

- Single Room Occupancy in approved Non-College Dorm Setting or be paired with case management and supportive services provided by an approved agency; or
- Apartment setting with onsite provider staff or be paired with case management and supportive services provided by an approved agency; or
- Shared House Setting (not on residential campus) that may include on-site management or be paired with case management and supportive services provided by an approved agency; or

**High School Equivalency-** attainment of the knowledge and skills or level of academic proficiency comparable to that which would be attained in a high school program of study and significantly yields the same outcome or capability. Examples within the State of Mississippi include a GED or HiSet.

**MDCPS Youth Appraisal-** a detailed assessment completed with youth to determine needs, goals, and barriers to attaining independent living.



**National Youth in Transition Database Survey**-A federally required survey conducted by Child Welfare Agencies that collects certain demographic and outcome information on youth's lived experience while in the foster care system and after youth have exited the foster care system.

### **2.1.3 Service Area Description**

**Respondents shall adhere to the proposal limitation of twenty (20) pages in providing its responses to the scope of services below.**

MDCPS is seeking a partnership to provide statewide Supervised Independent Living Services for the target population of youth listed in Section 2.2 Scope of Services. Service areas must be clearly defined within the proposal.

The provider agency shall be responsible for retaining and managing all qualified staff, assure program compliance, spending oversight of funds, monitoring the programs and services, and shall be responsible for ensuring and fulfillment of its obligations.

**NOTE:** Letters of Collaboration will NOT be counted towards the proposal limitation of not more than twenty (20) pages.

## **2.2 Scope of Services**

### **Core Service Components**

The Supervised Independent Program will assist youth in ensuring they feel supported in their Independent Living goals by navigating, connecting, or administering services to include but not be limited to:

- Serve as a child placing entity in an appropriate and Approved Placement Setting for qualified foster youth who turn 18 while in MDCPS custody, actively participating and meeting enrollment requirements of high school or High School Equivalency (HSE) program, post-secondary education/vocational program, employed full time or actively seeking employment and anticipated to remain in custody for an additional year.
- Develop an on-going, youth-led transition/independent living plan (MDCPS format) for youth participating in the program derived from the MDCPS Youth Appraisal including goals for education, employment, housing, transportation and needed life skills that align with their individual plans after leaving foster care.
- Providing on-going support for youth to complete high-school or high school equivalent.
- Administering and implementing vocational aptitude assessments, career interest surveys, vocational planning and coaching, and vocational training. Services for vocational training and coaching may be accomplished through enrollment in vocational training courses or approved apprenticeships.

- Assistance and support in navigating state systems, finding and applying for various funding streams, and supporting on-going participation to complete post-secondary education and/or vocational training pathways.
- Assistance and support with finding and maintaining gainful employment to include resume building, job search skills, applying to jobs of interest, mock interviewing, and soft skills to keep a job.
- Assistance and support with developing and implementing an appropriate transportation plan once leaving foster care.
- Providing transportation to youth as needed while participating in the Supervised Independent Living Program.
- Education on and assistance with connection to resources, insurance, etc. for and/or management of Physical Health, Developmental disabilities, Behavioral Health, or Serious Mental Illness (SMI) as needed.
- Education on and linkage of youth to all available community resources and services, especially MDCPS partnering services.
- Teach individual life skills and assure youth attend MDCPS life skills offerings to support living independently such as but not limited to financial management, communication skills, healthy relationships, daily living, and critical thinking and decision making, conflict/crisis management and resolution, adaptability, and leadership.
- Mitigate barriers or challenges in each placement setting including speaking with all involved entities regarding placement agreements, rules, and responsibilities of placement setting, and adhering to the Supervised Independent Living Handbook.
- Reporting any safety concern immediately to MDCPS.
- The provider staff, minimally, has face-to-face contact with young adults once a week and are available through email, text, or phone calls.
- Assist in finding youth permanent housing prior to leaving MDCPS custody.

### **Referral Process**

MDCPS will provide referrals to the selected provider(s) for appropriate youth within the target population. Referrals will include all pertinent information needed to assess and maintain participation in the Supervised Independent Living Program.

### **Youth Engagement**

The Program should utilize a model of engagement to help youth complete a thorough youth appraisal and transition/independent living plan, applicable surveys, and identify and reach their housing, transportation, education and/or employment, and skills attainment goals. Engagement should link youth to all appropriate community services and build skills to ensure youth are able to attain independent living outside of foster care. Should youth not appear interested in participating in the Supervised Independent Living Core Service Component, the provider should engage youth in “unpacking the No”.

## **Youth Record**

Provider(s) shall maintain a separate case record for each youth. Provider(s) shall make timely entries in the case record that are legible, dated, and signed by staff member. The record for each youth should be created and remain accessible to MDCPS and/or other state/federal auditing agencies at request. The record should contain information determined by MDCPS as pertinent. Pertinent youth record information should be sent to designated MDCPS staff, in a format determined by MDCPS, no less than 48 hours after said activities. MDCPS reserves the right to request provider(s) establish a specific youth record format or document case actions into any MDCPS database.

## **Communication and Collaboration with MDCPS and/or other Community-based Organizations**

The selected provider(s) will meet with MDCPS on a schedule determined by MDCPS but no less than monthly to discuss program implementation, challenges, best practices, etc. Provider(s) assigned staff should accompany youth to any meeting or review deemed necessary by MDCPS. Provider(s) will work collaboratively with MDCPS to create a Supervised Independent Living Handbook and other approved content, forms etc. for program outreach and participation. Provider(s) will also work with MDCPS to maintain up-to-date contact information for youth participating in the program and assist in the timely completion of any MDCPS surveys needed to help determine program gaps and best practices such as but not limited to National Youth in Transition Database (NYTD) surveys. The selected provider(s) should build rapport within each community to better assist youth with needed resources.

## **Program Regulation and Confidentiality:**

Federal and State statutes and regulations govern the program. These mandates set performance standards for quantity and quality of work. Failure to meet these requirements may result in large penalties to the State. Certain other legal responsibilities are established, such as duties of confidentiality. **The potential Subgrantee shall be subject to these same requirements and will assume liability for Federal or State penalties due to potential Contractor performance issues or breach of confidentiality requirements as determined by MDCPS.**

## **Reporting Requirements**

Record-keeping is required of all subgrantees to ensure that documentation used to accomplish their assigned tasks is available for monitoring purposes. Grantees are expected to illustrate their evaluation and reporting plans as a part of their proposal submission. Specific reporting requirements will be jointly developed between MDCPS and the successful proposer(s) to meet the proposer's specific program characteristics and may consist of more than one reporting target population.

Organizations receiving funds must submit a brief end-of- the year report on the funded project documenting activities, including actual date(s) of occurrence, project outcomes,

summary of expenditures paid for with awarded funds, photo documentation of project (if applicable), pre- and post-survey results, lessons learned – both positive and negative and evaluation results including audience/beneficiary feedback.

## **Evaluation**

The awardee is expected to establish and monitor metrics of success jointly with MDCPS. Describe what will serve as your criteria for success regarding this subgrant. For each metric identified, describe the data collection strategy and the mechanism through which the data will be used to improve program development and service delivery. Evaluations must consider:

- Evaluation design, including whether it is a randomized or quasi-experimental design.
- Key research questions being evaluated.
- Whether the study has sufficient statistical power to disaggregate outcomes by demographics.
- Timeframe for the completion of the evaluation including a link to the completed evaluation.

**2.3** Subgrantee must indicate or explain how they will provide oversight of how it will serve and demonstrate its ability to provide services Subgrantee must provide at least one access point for each region or document how they will provide outreach and services statewide.

**2.4** Contingency Plan - Recent events, like COVID-19, necessitate the implementation of a contingency plan for potential partners to allow for the continuation of services. MDCPS seeks respondents who have established a successful and innovative contingency plan for the continuation of services should COVID-19 or other federal and/or state emergencies be declared within the State of Mississippi. Plans should detail services and service delivery methods implemented during an emergency.

## **SECTION 3: MINIMUM CERTIFICATIONS**

### **3.1 Required Respondent Certifications**

Respondents **MUST** complete the Required Respondent Certifications included in this RFP as Attachment C. If any attachments are required as a result of an answer in Attachment C, Respondent must include those attachments as part of Attachment C and label the attachments accordingly.

### **3.2 Subgrantee Documentation**

Respondents **MUST** complete the required Subgrantee documentation included in this RFP as Attachment D.

### **3.3 Insurance**

The successful Subgrantee(s) shall maintain Workers' Compensation insurance which shall inure to the benefit of all Subgrantee's personnel performing services under the

resulting Agreement, comprehensive general liability or professional liability insurance and employee dishonesty or fidelity bond insurance<sup>1</sup> in the amount equal to twenty-five percent (25%) of the funds awarded hereunder. All workers' compensation, comprehensive general liability, professional liability, and employee dishonesty insurance will list MDCPS as an additional insured. Subgrantee shall furnish MDCPS with a certificate of insurance providing the aforesaid coverage, prior to the commencement of performance under this Agreement. Insurance carriers must be licensed or hold a Certificate of Authority from the Mississippi Department of Insurance. The subgrantee shall be prepared to provide evidence of required insurance upon request by MDCPS at any point during the subgrant period and should consult with legal counsel regarding its obligations. In any subcontract into which Subgrantee enters with Subcontractors, there shall be a like insurance provision in which the Subcontractor shall provide the same coverage to and for its personnel.

**In support of a proposal responsive to this RFP, the respondent shall, at a minimum, provide a binder or commitment letter from the respondent's insurer documenting the respondent's ability to obtain insurance coverage in the event it is awarded a subgrant.**

#### **SECTION 4: PROPOSAL FORMAT**

##### **4.1 Written Proposals Shall Contain the Following Minimum Information:**

Proposals that do not include the following information may be deemed nonresponsive and not considered for evaluation.

- 4.1.1** 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 subgrant;
- 4.1.2** The age of the respondent's business and average number of employees over the past five (5) years;
- 4.1.3** Organization chart and resumes listing the abilities, qualifications, and experience of all persons who would be assigned to provide the required services on behalf of the respondent;
- 4.1.4** Listing of three (3) references for contracts or projects under which services similar in scope, size, or discipline were performed or undertaken during the past five (5) years, including the names and addresses of the projects and the scope of the projects. Also include the name of the organization, length of contract or project, a brief summary of the work, and the name, address, e-mail address, and telephone number of a responsible contact.

These references must be familiar with the respondent's abilities in the areas involved with this RFP. MDCPS will use these references to determine the respondent's ability to perform the services. It is the responsibility of the respondent to ensure that the reference contact information is correct and

current. Respondents should verify before submitting their response that the contact person and phone number are correct for each reference. MDCPS staff must be able to reach one (1) reference for a respondent within two (2) business days of proposal opening. The respondent may submit as many references as desired. MDCPS will begin contacting references at the top of the list and will continue down the list until MDCPS completes a Reference Sheet for one (1) reference. (See Attachments E and F).

- 4.1.5 A service plan providing as many details as is practical explaining how the services will be delivered and how participants will be served (Sec. 2);
- 4.1.6 An evaluation plan explaining how the program outcomes will be evaluated, measured, and reflect participants served;
- 4.1.7 Identify and explain Contingency Plan (Sec. 2.4);
- 4.1.8 Total estimated cost to provide the services as outlined in Section 2 within the geographic area identified in response to Sec. 2.13 throughout the term of the potential subgrant. Total estimated cost should be presented in the following format:

Total estimated cost MUST be accompanied by a Budget Narrative and Total Price Estimate (Please see Attachment R for guidance). **A justification is needed if the proposed budget narrative is MORE THAN 10% OF THE TOTAL ESTIMATED COST MAY BE BUDGETED FOR ADMINISTRATIVE COSTS.**

Budget Narrative and Price Estimate. Respondents must place an emphasis on service delivery to participants. Respondents are expected to submit their best and lowest budget to deliver services described and detailed in their proposal. The Budget Narrative should include a brief description justifying the budgeted amounts for each budget line item. MDCPS reserves the right to reject any proposal with an unreasonable budget as determined by MDCPS.

Managing Agency shall maintain for MDCPS inspection copies of all agreements with partner organizations which shall also include, but not be limited to, partner organization's Budget Narrative in accordance with the most current version of the MDCPS Subgrant Manual.

If respondent's Budget Narrative includes allocation of funds to Lower-Tier partner organizations that totals 50% or more of the total project budget, respondent SHALL provide a written justification for such allocation of funds to Lower-Tier partner organizations as an attachment to the Budget Narrative.

- 4.1.9 Organization's financial statement for the last two (2) years audited financial statements complete with the notes and opinion letter from respondent's

auditor and/or other proof, acceptable to MDCPS, of financial responsibility.

For organizations that expended \$750,000.00 or more in federal funds over the last two (2) fiscal years, please provide your organization's Single Audit for each year pursuant to 2 C.F.R. §200.501.

For organizations that expended under \$750,000.00 in federal funds over the last two (2) fiscal years, respondents must submit an IRS status letter and the organization's most recent year-end financial statements. Newly formed organizations must submit either their most recent tax returns and/or management reports provided that expended funds does not exceed \$750,000.00.

In order to assure financial responsibility in performing the requirements of this RFP, MDCPS reserves the right to require a current financial statement prepared and certified by an independent auditing firm.

Respondents, including the parent corporation of any subsidiary corporation submitting a response, must include in their proposal evidence of financial responsibility and stability for the performance of the Subgrant Agreement resulting from this RFP.

The State reserves the right to request any additional information to assure itself of respondent's financial status.

In the event that a respondent is either substantially or wholly owned by another corporate entity, the proposal must also include the most recent detailed financial report of the parent organization, and a written guarantee by the parent organization that it will unconditionally guarantee performance by the respondent of each and every term, covenant, and condition of such contract as may be executed by the parties.

Disclose if and when respondent has filed for bankruptcy within the last seven (7) years under its name or the sole proprietor's name in a related business. For respondents that are partnerships or corporations, respondents must disclose whether any of its principals, partners or officers have filed bankruptcy within the last seven (7) years in a related business.

Disclose any company restructurings, mergers, and acquisitions over the past three (3) years that have impacted any products or services the respondent has included in this proposal.

## **4.2 Evaluation Procedure**

### **4.2.1 Step One:**

Proposals will be reviewed to ensure compliance with the minimum

specifications. Proposals that do not comply with the minimum specifications will be rejected immediately, receiving no further consideration. The respondent shall be notified in writing if their response is rejected.

#### **4.2.1.1 Responsive Respondent**

Respondent must submit a proposal which conforms in all material respects to this RFP, 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 based on a total of 100 possible points. Proposals that receive a total score of 75 points or above may be considered for award depending upon availability of funding. Factors to be considered are as follows:

| <b>Evaluation Factors</b>             | <b>Points</b> |
|---------------------------------------|---------------|
| 1. Relevant Experience and Expertise  | 10            |
| 2. Service Goals and Objectives       | 10            |
| 3. Program Approach                   | 15            |
| 4. Management Plan                    | 10            |
| 5. Service Coordination/Collaboration | 10            |
| 6. Timetable                          | 10            |
| 5. Budget Narrative                   | 35            |

##### **4.2.2.1 Relevant Experience and Expertise (10 point maximum)**

- Provide a brief description of the organization's mission and history.
- Specify which programs your organization currently administers.
- Describe the organization's experience and capability in providing and coordinating services.

##### **4.2.2.2 Service Goals and Objectives (10 point maximum)**

- Provide a brief description of the applicant's goals and objectives, and related information concerning the proposed project. Specify:
  - The ability to provide the organizational framework for successful program and case management services that will ensure all grant requirements are met.
  - The Work Plan will be utilized to ensure compliance of the proposed scope of work, which should include



position descriptions, workflow processes, and work location(s) for each manager.

- The ability to produce fiscal expenditure reports that adhere to generally accepted accounting principles that are in accordance with the requirements of federal OMB Circular No. A-87, Cost Principles for State, Local and Tribal Governments.

#### **4.2.2.3 Program Approach (15 point maximum)**

- Provide a description of the proposed no cost or low-cost site location to be funded through this grant, and/or any provision of mobile access, and specify all costs associated with it.
- Describe the case management program process and how appropriate information will be safeguarded and reported.
- Describe the ability to gather, analyze and report statistical, programmatic, and fiscal data throughout this process.
- Describe the procedures that will be in place to ensure case management continuity.

#### **4.2.2.4 Management Plan (10 point maximum)**

- Describe in detail the number, job titles, qualifications, responsibilities and skills of staff.
- Describe the management, administration and supervision methods that will be utilized in the operation of the program.

#### **4.2.2.5 Service Coordination/Collaboration (10 point maximum)**

- Provide a brief description of any collaborative relationships or agreements that would enhance the services proposed.
- Describe how the Applicant will work with the State and any other identified resources or service agencies to ensure that services are provided effectively and efficiently.
- Provide a Contingency Plan that addresses specific situations or incidents that may or may not be out of the vendor's control.

#### **4.2.2.6 Timetable (10 point maximum)**

- Based on the parameters set forth in the RFP, describe the timetable for implementation.
- Describe how the Applicant will ensure that the proposed services are in operation within 30 days of contract finalization. If the proposed project/services will not begin within the 30-day timeframe, provide the reasons along with a revised timeframe.

#### **4.2.2.7 Budget Narrative (35 point maximum)**

- Provide a detailed budget narrative for the described program. (See Attachment R for sample budget narrative)

Points awarded for price will be calculated utilizing the formula documented in Attachment S.

#### **4.2.3 Step Three:**

The MDCPS Commissioner or his/her designee will contact the respondent(s) with the proposal(s) which best meets MDCPS needs (based on factors evaluated in Step Two). MDCPS will then perform an internal risk assessment on each respondent evaluated. MDCPS reserves the right to not consider a Respondent for award if the MDCPS Risk Assessment identifies the Respondent as High Risk. MDCPS will then issue a Notice of Intent to Award 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:**

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

**4.3.2 Cover Letter:** Provide a cover letter indicating the following: underlying philosophy of the firm in providing the services described herein and experience of the firm in providing the service; list of partner organizations (as applicable); number of years that the service has been delivered; and statement on the extent of any corporate expansion required to handle the service. Cover letter should also include Respondent organization name, UEI Number, respondent address, respondent's personnel contact name, phone number, fax number, and email address. This cover letter must be signed by the person authorized to represent the respondent and include required information detailed in Section 4.1.1 and 4.1.2.

**4.3.3 Proposal:** Provide responses to specifications in Sections 2 and 4.2.2 that describe in detail how the service will be provided and estimated number of participants to be served in each county. Include a description of major tasks and subtasks as required in Section 4.1.5, 4.1.6, and 4.1.7. **The limit of twenty (20) pages applies to this section.**

**4.3.4 Personnel:** Attach organizational chart and 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. For vacant or proposed staff positions, Respondents shall include job descriptions and ideal qualifications for each position. Indicate the level of involvement by principals of the firm in the day-to-day operation of the contract. Pursuant to Sec. 4.1.3.

**4.3.5 References and Project Experience:** Provide Project Experience and References pursuant to Sections 4.1.4 which shall include:

- Three (3) References for three (3) Contracts or Projects (meeting requirements of 4.1.4) Attachment E to be submitted with this Section.
- Letters of Collaboration (as applicable and pursuant to requirements of Sec. 2.2)

**4.3.6 Cost data:** Estimate the annual cost of the service as directed in Section 4.1.8 to include the required Total Estimated Cost, Budget Narrative and Price Estimate (Cost Estimation Worksheet). Cost data submitted at this stage is binding but is subject to being negotiated if your organization is chosen as a finalist. MDCPS reserves the right to solicit a Best and Final Offer (BAFO) from respondents that provided a responsible proposal but whose proposed cost exceeds MDCPS' anticipated funding for the program. Respondents are encouraged to provide their best proposed cost and/or pricing in their initial response to the RFP. Should MDCPS decide to exercise its right to solicit a BAFO, MDCPS will provide in writing the requirements, process, and schedule for submitting a BAFO response.

**4.3.7 Financial Statements:** Respondent must provide financial statements pursuant to Sec. 4.1.9.

**4.3.8 Acceptance of Conditions, Required Respondent Statements, and Other Required Forms:** Indicate any exceptions to the general terms and conditions of the proposal document in Attachment B, Proposal Exception Summary Form. If no exceptions are requested, the form shall still be submitted clearly marked with "N/A" for not applicable, signed and dated. The completed Attachment C, Required Respondent Certifications; Attachment D, Required Subgrantee Documentation; and Attachment G, Service Area Summary Chart (ref. Sec. 2.1.3); Insurance binder or commitment letter (ref. Sec. 3.3); Registration with Mississippi Secretary of State (if currently registered); and any Acknowledgements of Amendments shall be submitted in this section.  
ATTACHMENT D SUBGRANTEE REQUIRED DOCUMENTATION

**4.3.9 Proposal Format Requirements.** Proposals shall be organized in the order outlined in this section and as required throughout 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 respondent 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.**

**Respondents shall adhere to the proposal limitation of twenty (20) pages in providing its responses to Sections 2 of the RFP.**

**NOTE: Letters of Collaboration, Service Area Summary Chart, and Respondent Designed Employer Verification Form will not be counted towards the proposal limitation of twenty (20) pages.**

#### **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 to include, but not be limited to, any attachments, exhibits, or amendments is subject to rejection as non-responsive. MDCPS reserves the right to permit the respondent to withdraw nonconforming terms and conditions from its proposal response before a determination by the MDCPS of non-responsiveness based on the submission of nonconforming terms and conditions.

#### **4.5 Informalities and Irregularities**

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

#### **4.6 Conditioning Proposal Upon Other Awards**

Any proposal which is conditioned upon receiving award of both the particular subgrant being solicited and another subgrant shall be deemed non-responsive and not acceptable.

#### **4.7 Award**

Award shall be made to the responsible respondent(s) whose proposal is determined in writing, to be the most advantageous to the State taking into consideration price, evaluation factors set forth in the RFP, and outcome of the MDCPS Risk Assessment.

No other factors or criteria shall be used in the evaluation. Following Notice of Intent to Award, MDCPS reserves the right to negotiate with each awarded respondent as it relates to Total Estimated Cost and Scope of Services delivered.

#### **4.7.1 Notice of Intent to Award**

All participating respondents will be notified in writing of MDCPS' intent to award a subgrant. In addition, MDCPS will identify the selected respondent(s). Notice of Intent to Award is also made available to the public.

#### **4.7.2 Notice of Subgrant Agreement**

Following the issuance of the Notice of Intent to Award and successful negotiation of the subgrant agreement total cost and scope, MDCPS will issue to awarded subgrantees and make available to the public a Notice of Subgrant Agreement.

### **SECTION 5: POST AWARD INFORMATION**

#### **5.1 Post-Award Vendor Debriefing**

A respondent, successful or unsuccessful, may request a Post-Award Debriefing, in writing, by U.S. mail (MDCPS, Attn: Contracts and Procurement, 750 North State Street, Jackson, MS 39202) or electronic submission ([contracts@mdcps.ms.gov](mailto:contracts@mdcps.ms.gov)). The written request must be received by the RFP Coordinator no later than 5:00 PM, CT on the third (3<sup>rd</sup>) business day following notification of the Notice of Intent to Award. A post-award debriefing is a meeting and not a hearing; therefore, legal representation is not required. A debriefing typically occurs within three (3) business days of receipt of the request. If a respondent prefers to have legal representation present, the respondent must notify the CPO 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- 113 through 7-113.07, Post-Award Vendor Debriefing, of the *Public Procurement Review Board's Office of Personal Service Contract Review Rules and Regulations*. <https://www.dfa.ms.gov/media/9413/pprb-ops-cr-rules-and-regulations-eficitive-01182020.pdf>

#### **5.2 Protest of Award**

Any actual or prospective respondent or contractor who is aggrieved in connection with this solicitation or the award of a subgrant may file a protest with the RFP Coordinator. The protest shall be submitted in writing no later than 12:00 PM, CT by the seventh (7th) calendar day following the Notice of Intent to Award or no later than 12:00 PM, CT by the seventh (7th) calendar day following the solicitation posting if the protest is based on the solicitation. All protests must be in writing, dated, signed by the respondent or an individual authorized to sign contracts on behalf of the protesting respondent, appropriate identification of the RFP, 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 supporting exhibits, evidence, or documents to substantiate the protest. A protest is considered filed when received by RFP Coordinator, via either U.S. mail, postage prepaid, or personal delivery. (Protests submitted via either electronic mail or facsimile will not be accepted). Protests filed after the filing deadline will not be considered.

Proper and timely submitted protest letters will be presented to and decided by the MDCPS Commissioner or MDCPS Commissioner's Designee. This decision shall be reduced to writing and timely provided to Respondent. The decision of the MDCPS Commissioner or Designee shall be final and conclusive unless determined by court of competent jurisdiction in Hinds County, State of Mississippi, to have been fraudulent, capricious, so grossly erroneous as necessary to imply bad faith, or is not supported by substantial evidence.

### **5.3 Required Subgrant Terms and Conditions**

Any subgrant entered into between MDCPS and a respondent shall include the required clauses found in Attachment A of this RFP. Terms subject to change by MDCPS.

### **5.4 MDCPS Website**

This RFP, any amendments including questions and answers related, and other pertinent information to this RFP, are posted on the MDCPS website at <https://www.mdcp.ms.gov/about/business-opportunities>.

[Business Opportunities | Mississippi Department of Child Protection Services \(ms.gov\)](https://www.mdcp.ms.gov/about/business-opportunities)

### **5.5 Attachments**

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

### **5.6 MDCPS Rights Reserved**

By and through this RFP, MDCPS hereby reserves its rights to the following:

- 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 respondents and potential respondents.
- 4) Reject any timely and properly submitted proposal in its entirety for failing to meet any of the MANDATORY requirements identified herein.
- 5) Select for subgrants or for negotiations, a proposal other than that with the lowest cost.
- 6) 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. MDCPS will allow all eligible respondents to submit late

modifications, similar in scope, if MDCPS chooses to exercise this right with regard to any one respondent's proposal.

- 7) Negotiate as to any aspect of the proposal with any respondent and negotiate with more than one respondent at the same time.
- 8) If negotiations fail to result in a contract or agreement prior to the anticipated subgrant agreement start date, MDCPS may terminate negotiations and take such other action as MDCPS deems appropriate.

## **5.7 Legal Requirements**

All respondents shall be willing to comply with all provisions of the most current version of the MDCPS Subgrant Manual and with all state and federal legal requirements regarding the performance of the sub grant. The existing requirements are set forth throughout this RFP but are subject to change and/or interpretation throughout the term of any resulting subgrant. The most current version of the MDCPS Subgrant Manual can be accessed through the following link: [MDCPS Subgrant Agreement Final 10.2023.pdf \(ms.gov\)](#).

**ATTACHMENT A**  
**SUBGRANT TERMS AND PROVISIONS**

**STATE OF MISSISSIPPI**  
**MISSISSIPPI DEPARTMENT OF CHILD PROTECTION SERVICES**  
**SUBGRANT AGREEMENT**

**SUBGRANT AGREEMENT NUMBER:**       #

The **MISSISSIPPI DEPARTMENT OF CHILD PROTECTION SERVICES**, hereinafter referred to as "MDCPS," and [SUBGRANTEE'S NAME], Inc., hereinafter referred to as "SUBGRANTEE," by the signatures affixed herein, do hereby make and enter into this Agreement.

WHEREAS, pursuant to Section 43-1-2 of the 1972 Mississippi Code Annotated, as amended and 42 U.S.C. ' 604a, MDCPS is authorized to enter into agreements with public and private agencies for the purpose of purchasing certain services for the benefit of eligible individuals under the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, hereinafter the "Act"; and

WHEREAS, the Subgrantee is eligible for entering into agreements with MDCPS for the purpose of providing services for the benefit of certain eligible individuals under the Act; and

WHEREAS, the services being contracted for in this Agreement are not otherwise available on a non-reimbursable basis; and

WHEREAS, MDCPS wishes to purchase such services from Subgrantee;

NOW THEREFORE, in consideration of the mutual understandings and agreements set forth, MDCPS and Subgrantee agree as follows:

**SECTION I**  
**PURPOSE**

The purpose of this Agreement is to engage the \_\_\_\_\_ services of the Subgrantee to perform certain services under the Act.

**SECTION II**  
**RESPONSIBILITY OF SUBGRANTEE**

The Subgrantee shall provide, perform, and complete in a satisfactory manner as determined by MDCPS, the services described in Exhibit A, entitled "Scope of Services" which is made a part hereof and incorporated by reference and the "2<sup>nd</sup> Modified Mississippi Settlement Agreement and Reform Plan," attached hereto as Exhibit B.



### **SECTION III TERM OF AGREEMENT**

The Subgrantee shall undertake and complete services to be rendered under this Agreement beginning Month, Day, Year and end Month, Day, Year upon the approval and signature of both parties hereto. This subgrant may be renewed at the discretion of MDCPS upon written notice to Subgrantee prior to each subgrant anniversary date for a period of four successive one-year periods under the same prices, terms, and conditions as in the original subgrant and/or subsequent subgrants. The total number of renewal years permitted shall not exceed four or extend past [add date]. However, if MDCPS does not intend to renew the subgrant, [Subgrantee's Name] shall be notified in writing prior to the subgrant anniversary date.

### **SECTION IV SUBGRANT AMOUNT AND PAYMENT**

#### **A. SUBGRANT AMOUNT**

As full and complete compensation for the services to be provided hereunder, total reimbursement by MDCPS shall not exceed \_\_\_\_\_ (\$\_\_\_\_\_) for the term of this subgrant. These services shall be budgeted in accordance with the Budget Sheets attached hereto as Exhibit C and incorporated herein.

#### **B. MAXIMUM LIABILITY**

Irrespective of any other provisions of this Agreement, its attachments, laws and regulations or the obligation of the Subgrantee, the liability of payment by MDCPS to Subgrantee of federal and/or state funds shall be limited to an amount not to exceed the sum of \_\_\_\_\_ (\$\_\_\_\_\_) in consideration of all the activities and/or services provided pursuant to this Agreement unless specifically increased in accordance with Section XXIV of the Agreement.

#### **C. CONSIDERATION AND METHOD OF PAYMENT**

Payment method is by **Cost Reimbursement** as referenced on the Subgrant Signature Sheet, Item 6. Eligible expenses are outlined in the Budget \_\_\_\_\_ Summary and Cost Summary Support Sheet(s), attached hereto and made a part hereof. For any request for funds to be processed, MDCPS must receive required monthly program and fiscal reports as outlined in Section XIX of this Agreement. Any increase, decrease or change in the funding under this Agreement that is authorized by the parties, in compliance with applicable laws and policies, shall require a modification of the amounts listed in the Budget Summary and Cost Summary Support Sheets pursuant to Section XXIV of this Agreement. Subgrantee shall submit request for reimbursement to [subgrant.claims@mdcps.ms.gov](mailto:subgrant.claims@mdcps.ms.gov).

### **SECTION V AVAILABILITY OF FUNDS**

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

## **SECTION VI RELATIONSHIP OF THE PARTIES**

- A.** It is expressly understood and agreed that MDCPS enters into this Subgrant with Subgrantee on a purchase of service basis and not on an employer-employee relationship basis. Nothing contained herein shall be deemed or construed by MDCPS, the Subgrantee, or any third party as creating the relationship of principal and agent, partners, joint venturers, or any similar such relationship between MDCPS and the Subgrantee. Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any acts of MDCPS or the Subgrantee hereunder, creates or shall be deemed to create a relationship other than the independent relationship of MDCPS and the Subgrantee.
- B.** Subgrantee represents that it has, or will secure, at its own expense, applicable personnel who shall be qualified to perform the duty required to be performed under this Subgrant.
- C.** Any person assigned by Subgrantee to perform the services hereunder shall be the employee of Subgrantee, who shall have the sole right to hire and discharge its employee. MDCPS may, however, direct Subgrantee to replace any of its employees under this Subgrant. If Subgrantee is notified within the first eight (8) hours of assignment that the person is unsatisfactory, Subgrantee will not charge MDCPS for those hours. The Subgrantee will replace the employee within 5 days after receipt of notice from MDCPS.
- D.** It is further understood that the consideration expressed herein constitutes full and complete compensation for all services and performances hereunder, and that any sum due and payable to Subgrantee shall be paid as a gross sum with no withholdings or deductions being made by MDCPS for any purpose from said Subgrant sum.
- E.** Subgrantee shall pay when due all salaries and wages of its employees, and it accepts exclusive responsibility for the payment of Federal Income Tax, State Income Tax, Social Security, Unemployment Compensation and any other withholdings that may be required.

## **SECTION VII TERMINATION OR SUSPENSION**

### **A. TERMINATION FOR CAUSE**

If the Subgrantee violates any of the covenants, agreements, or stipulations of this Subgrant, MDCPS shall thereupon have the right to terminate the Subgrant by giving written notice to

Subgrantee of such termination and specifying the effective date thereof at least five (5) days before the effective date of such termination.

## **B. TERMINATION FOR CONVENIENCE**

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

## **C. TERMINATION FOR DEFAULT**

1. *Default.* If Subgrantee refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract or any extension thereof, or otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the Commissioner or designee may notify Subgrantee in writing of the delay or nonperformance and if not cured in ten (10) days or any longer time specified in writing by the Commissioner or designee, such officer may terminate Subgrantee's right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the Commissioner or designee may procure similar supplies or services in a manner and upon terms deemed appropriate by the Commissioner or designee. Subgrantee shall continue performance of the subgrant to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.
2. *Contractor's Duties.* Notwithstanding termination of the subgrant and subject to any directions from the Commissioner or Designee, Subgrantee shall take timely, reasonable, and necessary action to protect and preserve property in the possession of Subgrantee in which the State has an interest.
3. *Compensation.* Payment for completed services delivered and accepted by the State shall be at the subgrant price. The State may withhold from amounts due Subgrantee such sums as the Commissioner or designee deems to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders and to reimburse the State for the excess costs incurred in procuring similar goods and services.

4. *Excuse for Nonperformance or Delayed Performance.* Except with respect to defaults of subcontractors, Subgrantee shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by Subgrantee to make progress in the prosecution of the work hereunder which endangers such performance) if Contractor has notified the Commissioner or designee within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the State and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, Subgrantee 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 Subgrantee to meet the subgrant requirements. Upon request of Subgrantee, the Commissioner or designee shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, Subgrantee's progress and performance would have met the terms of the subgrant, the delivery schedule shall be revised accordingly, subject to the rights of the State under the clause, "Termination for Convenience". (As used in this Paragraph of this clause, the term "subcontractor" means subcontractor at any tier).
5. *Erroneous Termination for Default.* If, after notice of termination of Subgrantee's right to proceed under the provisions of this clause, it is determined for any reason that the subgrant 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 be the same as if the notice of termination had been issued pursuant to the 'Termination of Convenience' clause herein.
6. *Partial Termination.* In the event of a partial termination under this section, the Subgrantee shall incur no obligations for the terminated work unless directed to do so by the Commissioner or Designee;
7. *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 subgrant.

**D. TERMINATION UPON BANKRUPTCY**

This subgrant may be terminated in whole or in part by MDCPS upon written notice to Subgrantee, if Subgrantee should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by Subgrantee of an assignment for the benefit of its creditors. In the event of such termination, Subgrantee 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 subgrant price.

**E. RIGHTS AND REMEDIES UPON TERMINATION OR SUSPENSION**

In the event of termination or suspension as provided in this Section, Subgrantee shall be entitled to receive just and equitable compensation for unreimbursed obligations or expenses that are

reasonably and necessarily incurred in the satisfactory performance, as determined by MDCPS, of this Agreement, that were incurred before the effective date of suspension or termination, and that are not in anticipation of termination or suspension. Costs of the Subgrantee resulting from obligations incurred by the Subgrantee during a suspension or after termination of this subgrant are not allowable under this Agreement.

In no case, however, shall said compensation or payment exceed the total amount of this subgrant as set forth in Section IV. Notwithstanding any provisions of this subgrant, Subgrantee shall be liable to MDCPS for damages sustained by MDCPS by virtue of any breach of this Agreement by Subgrantee, and MDCPS may withhold any payments to Subgrantee for the purpose of set off until such times as the exact amount of damages due to MDCPS from Subgrantee are determined.

In case of termination or suspension as provided hereunder, all property, finished or unfinished documents, data, studies, surveys, drawings, photographs, manuals and reports or other materials prepared by or for the Subgrantee under this Agreement shall, at the option of MDCPS, become the property of MDCPS and shall be disposed of according to MDCPS' directives.

The rights and remedies of MDCPS provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law or in equity.

#### **F. TERMINATION OR SUSPENSION**

If the Subgrantee materially fails to comply with any of the covenants, terms or stipulations of this Agreement, whether stated in a federal statute or regulation, an assurance, in the State plan or application, a notice of award, or elsewhere, MDCPS may, upon giving written notice to Subgrantee, take one or more of the following actions, as appropriate in the circumstances:

1. Temporarily withhold cash payments pending correction of the deficiency by Subgrantee or more severe enforcement action by MDCPS;
2. Disallow (that is, deny both use of funds and, if applicable, matching credit for) all or part of the cost of the activity or action not in compliance;
3. Wholly or partly suspend or terminate the current award for the Subgrantee's program;
4. Withhold further awards for the Subgrantee's program; or
5. Take other remedies that may be legally available.

### **SECTION VIII COMPLAINT RESOLUTION**

Subgrantee assures that persons requesting or receiving services under this Agreement shall have the right to a complaint resolution procedure regarding any decision relating to this Agreement. Said procedures may be under the Fair Hearing Procedure of the Mississippi Department of Human Services, or under a conciliation process, or that required by the MDCPS as authorized by the Mississippi Administrative Procedures Law, Mississippi Code Annotated 1972, as amended, Section 25-43-1.101 et. seq., or under the complaint procedure of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, whichever is appropriate to the complaint as directed by MDCPS.

### **SECTION IX COMPLIANCE WITH LAWS, RULES, AND REGULATIONS**

Subgrantee shall comply with all applicable policies and procedures of MDCPS and with all applicable laws, rules and regulations of the federal government and of the State of Mississippi that may affect the

performance of services under this Agreement. The Subgrantee shall comply with, among other regulations, the Act; the current version of the MDCPS Subgrant/Agreement Manual, and the applicable Code of Federal Regulations.

If the Subgrantee advertises or prints brochures, flyers or any other material, printed or otherwise, relating to, or promoting, the services which it is providing through this Subgrant, it shall acknowledge that said funding for said Subgrant and for said advertising was provided by MDCPS.

In executing this Subgrant, Subgrantee shall comply with all federal and/or state statutes or regulations that are made applicable to the grant when properly promulgated and published by the Federal and/or State Government. It is specifically agreed that should additional federal legislation be enacted, or should the U.S. Department of Health and Human Services or other governing federal agencies enact new regulations or promulgate changes or amendments in existing regulations which require changes in any provision of their grant, then those provisions of this Subgrant affected thereby shall automatically be amended to conform to such federal statute or regulation as of the effective date of their enactment.

## **SECTION X STANDARD ASSURANCES**

This Agreement is subject to the Subgrant/Contract Signature Sheet, the Budget and Cost Summary Support Sheets, the Budget Narrative, the Scope of Services, the Standard Assurances, the Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements, the Certifications Regarding Monitoring Findings; Audit Findings; and Litigation Occurring within the Last Three Years, the Certification of Adequate Fidelity Bonding, Board Member's Notification of Liability, MDCPS Subgrant/Agreement Manual Acceptance Form, Federal Debarment Verification Requirement, and Partnership Debarment Verification Form; all of the foregoing being attached hereto and incorporated by reference herein.

## **SECTION XI AGREEMENTS BY SUBGRANTEE**

### **A. GENERAL RESPONSIBILITY**

It is understood and agreed that the Subgrantee may be entering into certain subcontracts with eligible entities (hereinafter referred to as Subgrantee's Contractor/Subcontractor) for the provision of the aforementioned services. Entities currently in a contractual relationship with MDCPS to provide the same or similar services are not eligible to enter into a Contract/Subcontract with the Subgrantee. Such subcontracts shall be governed by all of the provisions of this Agreement, and Subgrantee shall be fully responsible for the performance of any Subgrantee's Contractor/Subcontractor whatsoever and for any costs disallowed as a result of monitoring of the Subgrantee by MDCPS and/or as a result of monitoring the Subgrantee's Contractor/Subcontractor either by MDCPS or by the Subgrantee. Copies of all subcontracts and modifications shall be forwarded to MDCPS.

### **B. USE OF FUNDS**

In any Contracts/Subcontracts which Subgrantee enters into with Contractors/Subcontractors for provision of services and/or goods under this Agreement, Subgrantee shall require that the funds obligated under said Contracts/Subcontracts shall

be used to support the Contracts/Subcontracts for the provision of only such services authorized under this Agreement. Subgrantee agrees that it shall require all of such Subgrantee's Contractors/Subcontractors/Employees to comply with all local, municipal and county health, safety and other ordinances and requirements and with all applicable federal and state laws, statutes and regulations.

**C. ADMINISTRATIVE CHARGES**

Subgrantee agrees that it has not imposed and shall not impose any administrative charges on its subcontractors.

**SECTION XII  
ELIGIBILITY FOR SERVICES**

Subgrantee agrees to provide services only to the target population described in the Scope of Services (Exhibit A).

**SECTION XIII  
CONFIDENTIALITY**

All information regarding applicants for and recipients of services under this Agreement shall be available only to MDCPS, Subgrantee, and/or to the appropriate subcontractor and to those persons authorized in writing to receive same by the client, or as otherwise authorized by law. The Subgrantee will guard against unauthorized disclosures. Nothing in this Section, however, shall affect provisions of Section XVIII of this Agreement.

**SECTION XIV  
AUDIT**

**A. INTERNAL AUDITING**

Subgrantee shall conduct internal auditing procedures to ensure that the services provided, and the activities performed with funds provided under this Agreement are in compliance with the provisions of this Agreement and with Subgrantee audit policy described in the MDCPS Subgrant/Contract Manual and all applicable laws, statutes, rules and regulations.

**B. INDEPENDENT AUDITING**

Subgrantee shall comply with the Single Audit Act of 1996, the applicable Office of Management and Budgets (OMB) Circular(s) and the MDCPS Subgrant/Contract Manual. The audit required under the Single Audit Act of 1996 must be performed by an Independent Auditor.

**C. RESPONSIBILITY OF SUBGRANTEE**

Subgrantee shall receive, reply to and resolve any audit and/or programmatic exceptions by appropriate state and/or federal audit related to this Agreement and/or any resulting Contract/Subcontract.

**D. SUPPLEMENTAL AUDIT**

MDCPS retains the right to perform a supplemental audit and review, when MDCPS deems the same to be appropriate, of any and all of the Subgrantee's and/or its Contractor/ Subcontractor's books, records and accounts, and to initiate such audit and to follow any audit trail for a period of three (3) years from expiration date of this Agreement and for such additional time as required to complete any such audit and/or to resolve any questioned costs.

#### **E. AUDIT EXCEPTIONS**

Subgrantee shall pay to MDCPS the full amount of any liability to the federal, state or local government resulting from final adverse audit exceptions under this Agreement and/or under any Contract/Subcontract funded hereunder. Audit exceptions may result in accepting a reduction of future amounts by a total equal to the amount disallowed or deferred, and/or by other methods approved by MDCPS, including recoupment of funds paid to Subgrantee under this Agreement.

### **SECTION XV INDEMNIFICATION**

MDCPS shall, at no time, be legally responsible for any negligence or wrongdoing by the Subgrantee and/or its employees, servants, agents, and/or subcontractors. 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 its employees, agents, contractors, and/or subcontractors in the performance of this Subgrant. Subgrantee agrees that in any contract or subcontract into which it enters for the provision of the services covered by this Agreement, it shall require that its Contractors/Subcontractors, their officers, representatives, agents, and employees shall release and hold harmless MDCPS and the State of Mississippi from and against any and 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 the Contractor/Subcontractor and/or its officers, representatives, agents, and employees in the performance of such services.

**OR**

**Only, use this option with Subgrantees that are State agencies or political subdivisions of the State**

### **SECTION XV**

#### **RESPONSIBILITY FOR CLAIMS**

Each party shall be responsible for all claims, demands, liabilities, suits, damages, costs, and expenses of every kind, including court costs and attorney's fees, arising out of this Agreement and caused by the party's own principals, agents, employees, contractors or subcontractors while performing under this Agreement. Further, the parties assume no liability for the actions or omissions of each other's agents, representatives, employees, contractors, subcontractors, or providers.

### **SECTION XVI INSURANCE**



Subgrantee shall maintain Workers' Compensation insurance which shall inure to the benefit of all Subgrantee's personnel performing services under this Agreement, comprehensive general liability insurance and employee fidelity bond insurance in the amount equal to 25% of the funds awarded hereunder. Subgrantee shall furnish MDCPS with a certificate of insurance providing the aforesaid coverage, prior to the commencement of performance under this Agreement. In any subcontract into which Subgrantee enters with Subcontractors, there shall be a like insurance provision in which the Subcontractor shall provide the same coverage to and for its personnel.

## **SECTION XVII RECORDS**

### **A. MAINTENANCE OF RECORDS**

Subgrantee shall maintain fiscal and program records, books, documents, and adhere to Generally Accepted Accounting Principles, which sufficiently and properly reflect all direct and indirect costs and cost of any nature expended in the performance of this agreement. Such records shall be subject, at all reasonable times, to inspection, review, audit or the like, by MDCPS or by duly authorized federal and state personnel.

Fiscal Requirements and Audit. Subgrantee shall establish such fiscal control and fund accounting procedures, including internal auditing procedures, as may be necessary to assure the proper disbursement of and accounting for funds paid under this grant, including but not limited to the Single Audit Act of 1996. Subgrantee shall keep, maintain and present to MDCPS, as required, necessary and proper vouchers, documentation and otherwise to support the expenditure of funds and Subgrantee shall adhere to State and Federal guidelines regarding subgrant provisions, financial documentation, and certifications per OMB Circular A-122, Cost Principles for Nonprofit Organizations, OMB A-87, Cost Principles for State, Local and Tribal Governments and OMB A-21, Cost Principles for Educational Institutions.

### **B. ACCESS TO RECORDS**

Subgrantee agrees that MDCPS, the federal grantor agency, the Comptroller General of the United States and/or any of their duly authorized representatives shall have access to any and all books, documents, papers, electronic media or records of the Subgrantee or of the Subgrantee's Contractors/Subcontractors which are pertinent to the program for the purpose of making audits, examinations, excerpts and transcripts of such records.

### **C. RECORDS OF SUBGRANTEE**

Subgrantee agrees that in any Contracts/Subcontracts into which it enters with Contractors/Subcontractors it shall require said Contractors/Subcontractors to maintain fiscal and program records related to Contractor/Subcontractor's work performed under this Agreement, in accordance with MDCPS' Records Retention and Access Policy, as set forth in the current version of the MDCPS Subgrant/Agreement Manual.

### **D. FINANCIAL DOCUMENTS**

The Subgrantee, by its signature affixed to this Subgrant Agreement, authorizes the release to

MDCPS of any and all financial documents and records maintained by such financial institutions as may be providing services to the Subgrantee which are pertinent to the services performed under this Subgrant in order to make audit, examination, excerpts, copies, and/or transcripts. Said financial deposits and records shall include, but are not limited to, statements of accounts, statements of deposits and/or withdrawal, cancelled checks and/or drafts. The request for said documents and/or records shall be made in writing by MDCPS directly to the Subgrantee providing services.

Further, prior to the disbursement of any funds under this Subgrant, the Subgrantee shall provide, in writing, the name and address of the financial institution which shall act as the depository for said funds along with the specific account number(s) which shall be used in the expenditure of the Subgrant funds.

## **SECTION XVIII AVAILABILITY OF INFORMATION**

Subgrantee shall furnish information and cooperate with all federal and/or state investigations, make such disclosure statements as may be required by the Agreement and other applicable federal and state laws, and federal and state regulations.

## **SECTION XIX REPORTING**

### **A. MONTHLY REPORTING**

Subgrantee shall furnish MDCPS written monthly reports of costs incurred and such reports shall contain sufficient data to provide evidence of budget compliance and shall be due ten (10) calendar days after the close of each month. Such reports shall be complete for the period covered and shall contain financial details pertaining to the execution of their subgrant.

As may be requested by MDCPS, Subgrantee shall review and discuss any of such written reports at such time and in such manner as may be deemed necessary by MDCPS.

### **B. TERMINATION REPORTS**

Subgrantee shall furnish MDCPS a written termination report within ten (10) days from the termination date unless additional time is granted in writing by MDCPS. The termination report shall include information and data required by MDCPS to furnish evidence of financial and programmatic compliance.

### **C. FINAL FISCAL REPORT**

The Subgrantee shall provide a final fiscal report to MDCPS within forty-five (45) calendar days after the ending of this Agreement and this, along with the Subgrantee's final fiscal and programmatic report will be used for the purpose of reconciling this Agreement to the actual expenditures for activities and services rendered not to exceed the maximum amount as set forth in Section IV.A of this Agreement. Any funds paid by MDCPS to Subgrantee and not expended for activities or services under this Agreement or funds expended in violation of this Agreement, shall be considered MDCPS funds and shall be returned to MDCPS in full. Where deemed appropriate by MDCPS and accepted by the Subgrantee, a reduction may be allowed in future payments under future agreements by a total amount equal to the amount disallowed or deferred, or by other

methods approved by MDCPS. Proper procedures for closeout of the Subgrant, as detailed in the most current version of the MDCPS Subgrant/Agreement Manual, Section 8, shall be followed.

#### **D. TAX REPORTS**

Subgrantee shall file timely federal and state tax reports as due and, if requested, shall furnish MDCPS a copy of all reports within ten (10) days after filing.

### **SECTION XX DISPUTES**

Any dispute concerning a question of fact under this Agreement which is not disposed of by agreement of the Parties hereto shall be decided by the Deputy Commissioner of MDCPS. This decision shall be reduced to writing and a copy thereof mailed or furnished to the Subgrantee and shall be final and conclusive, unless, within thirty (30) days from the date of the decision, Subgrantee mails or furnishes to the Commissioner of the Mississippi Department of Child Protection Services a written request for review. Pending final decision of the Commissioner or his designee, the Subgrantee shall proceed in accordance with the decision of the Commissioner of MDCPS.

In a review before the Commissioner or designee, the Subgrantee shall be afforded an opportunity to be heard and to offer evidence in support of its position on the question and decision under review. The decision of the Commissioner or designee shall be final and conclusive unless that decision is determined by a court of competent jurisdiction in Jackson, Hinds County, State of Mississippi, to have been fraudulent, capricious or so grossly erroneous as necessarily to imply bad faith, or that it was not supported by substantial evidence.

### **SECTION XX1 NON SOLICITATION OF EMPLOYEES**

Each party to this agreement agrees not to employ or to solicit for employment, directly or indirectly, any persons in the full-time or part-time employment of the other party until at least six (6) months after this agreement terminates unless mutually agreed to in writing by the State or Contractor.

### **SECTION XXII WAIVER**

Failure of either party hereto to insist upon strict compliance with any of the terms, covenants, and conditions of this Agreement shall not be deemed a waiver or relinquishment of any similar right or power hereunder at any subsequent time or of any other provision hereof, nor shall it be construed to be a modification of terms of this Agreement.

### **SECTION XXIII PATENTS, COPYRIGHTS, AND RIGHTS IN DATA**

#### **A. PATENTS**

Should the activities of Subgrantee or its Contractor/Subcontractor include experimental, developmental or research projects, this Agreement shall be promptly amended to include the standard patent rights clauses as set forth in Public Law 98-620 (1984), 37 CFR 40, Part 401 - Rights to Inventions Made By Nonprofit Organizations and Small Business Firms under Government Grants, Subgrants, and Cooperative Agreements or any other applicable provision required by state and/or federal law, rule or regulation.

## **B. COPYRIGHTS**

MDCPS reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use:

1. The copyright in any work developed under this Agreement, or under any subgrant with any Subgrantee or its Contractors/Subcontractors' agreements; and
2. Any rights of copyright to which Subgrantee or its Contractors/Subcontractors purchase ownership with grant support under this Agreement.

## **C. RIGHTS AND DATA**

All systems, computer programs, operating instructions, and all other documentation developed for or specifically relating to information processing of any kind under this Agreement, and reports prepared by Subgrantee or its Contractors/Subcontractors will be the property of MDCPS and will remain so upon completion or termination of this Agreement. All cards, magnetic tapes, disk packs, or other storage media, temporary and/or permanent, containing programs and/or other information of any kind relating to this Agreement shall be available for inspection by MDCPS at any time, and all information thereon shall belong to MDCPS, and shall be delivered to MDCPS on MDCPS' request therefor.

Subgrantee shall maintain all master programs and master data files in a completely secure manner, either by storing such programs and files in an appropriate limited access storage area or by duplicating such programs and files and storing the duplicates in a secure location in a manner satisfactory to MDCPS. Such programs and files shall be identified by program and file name.

## **SECTION XXIV ALTERATION OR MODIFICATION OF AGREEMENT**

Any alteration, variation, modification, or waiver of provisions of this Agreement shall be valid only when agreed to by both parties hereto, reduced to writing, and duly signed by each Party.

## **SECTION XXV SEVERABILITY**

If any term or provision of this Agreement is prohibited by the laws of the State of Mississippi or is declared invalid or void by a court of competent jurisdiction, the remainder of the Agreement shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

## **SECTION XXVI BINDING REPRESENTATIVES AND SUCCESSORS**

The rights, privileges, benefits, and obligations created by this Agreement and by operation of law, extend to and accrue and are obligatory upon the parties hereto, their personal or real representatives, and successors.

## **SECTION XXVII EQUIPMENT AND SUPPLIES**

Equipment and supplies purchased with state funds under this Agreement shall be purchased and accounted for in accordance with state law and procedures and in accordance with MDCPS Inventory Management Policy within the current MDCPS Subgrant/Agreement Manual.

## **SECTION XXVIII FUNDS USED TO SUPPLEMENT**

Funds received under this Agreement and any Contract/Subcontract thereunder shall be used only to supplement, not supplant, the amount of federal, state, and/or local funds otherwise expended for the support of services the applicable participants in the Subgrantee's service area.

## **SECTION XXIX ASSIGNMENT**

Subgrantee shall not assign or otherwise transfer the obligations or duties imposed pursuant to the terms of this Agreement without the prior written consent of MDCPS. Any attempted assignment or transfer of its obligations without such consent shall be wholly void.

## **SECTION XXX CONFLICT OF INTEREST**

Subgrantee must ensure that there exists no direct or indirect conflict of interest in the performance of the Subgrant. Subgrantee must warrant that no part of federal or state money shall be paid directly or indirectly to an employee or official of MDCPS as wages, compensation or gifts in exchange for acting as an officer, agent, employee, subcontractor or consultant to the Subgrantee in connection with any work contemplated or pertaining to the Subgrant. MDCPS will hold the Subgrantee in strict compliance with the Code of Conduct in Section 4 of the current MDCPS Subgrant/Agreement Manual..

## **SECTION XXXI APPLICABLE LAW**

The subgrant 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. Subgrantee shall comply with applicable federal, state, and local laws and regulations.

## **SECTION XXXII E-VERIFY**

If applicable, Subgrantee 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. Subgrantee 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, Subgrantee agrees to provide a copy of each such verification. Subgrantee 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 Subgrantee to the following:

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

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

### **SECTION XXXIII TRANSPARENCY**

This subgrant, 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 subgrant 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 subgrant 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 Subgrantee 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.

### **SECTION XXXIV INCLUSION OF ALL TERMS AND CONDITIONS**

This Agreement and any and all documents attached hereto or incorporated by reference herein, including the Subgrant Signature Sheet, constitute the entire agreement of the parties with respect to the subject matter contained herein and supersede and replace any and all prior negotiations, understandings and agreements, written or oral, between the parties relating thereto. No other understanding regarding the subject matter of this Agreement shall be deemed to exist or bind any of the parties hereto.

### **SECTION XXXV NOTICE**

Notice as required by the terms of this Subgrant shall be certified United States mail, postage prepaid, to the Parties at their respective usual business addresses, or Notice may be hand-delivered to that respective Party whose signature appears on this Subgrant as MDCPS or Subgrantee. The Parties agree to promptly notify each other of any change of address.

For the faithful performance of the terms of this Agreement, the parties hereto have caused this Agreement to be executed by their undersigned authorized representatives.

**Mississippi Department of Child Protection  
Services**

**Subgrantee's Name**

**By:** \_\_\_\_\_  
**Authorized Signature**

**By:** \_\_\_\_\_  
**Authorized Signature**

**Printed Name: Andrea Sanders**

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

**Title: Commissioner**

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

**ATTACHMENT B  
PROPOSAL EXCEPTION SUMMARY FORM**

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

**Form MUST be COMPLETED and SIGNED.**

Failure to indicate any exception will be interpreted as the respondent’s intent to comply fully with the requirements as written. Conditional or qualified proposals, unless specifically allowed, shall be subject to rejection in whole or in part.

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

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

\_\_\_\_\_  
Date



**ATTACHMENT C**  
**REQUIRED RESPONDENT CERTIFICATIONS**

Respondent \_\_\_\_\_ hereby provides the following and any necessary additional documentation herewith as a required element of its proposal in response to MDCPS RFP No. 2024SILG. This Attachment C is hereby incorporated and made a part of respondent's proposal. Respondent hereby attests and certifies the truthfulness of the facts affirmed herein and understands that continued compliance with these requirements are conditions precedent to the award or continuation of the related Subgrant Agreement:

**A. Respondent Association/Examination of Records**

Respondent shall disclose 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 disclosure is required whether the association is a formal or informal arrangement. If an association may exist, the respondent 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 respondents 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.

| Select Appropriate Action with an "X" |   |
|---------------------------------------|---|
| <input type="checkbox"/>              | Parent, Affiliate, or subsidiary organization association exists. Documentation <b><u>ATTACHED and labeled</u></b> as "Parent, Affiliate or Sub. Org Approval to Examine Records" |
| <input type="checkbox"/>              | Not Applicable  |

**B. Conflict of Interest**

Respondent 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 respondent's proposal or termination of any contract awarded. All proposals shall include the following:

- 1) List those individuals who were involved with the preparation of the proposal.  
\_\_\_\_\_

- 2) List all respondent personnel currently under contract with the State who participated, either directly or indirectly, in any activities related to the preparation of the respondent's

proposal and identify in detail the nature and extent of such activities.

- 3) Respondent certifies the respondent's personnel have not had any contact with any MDCPS personnel involved in the development of the RFP, or, if such contact has occurred, respondent shall describe in the space provided below, the nature and extent of such contact and the personnel involved.

**C. Legal Entity**

Respondent shall furnish MDCPS with certified copies of its Articles of Incorporation, Bylaws, Resolutions, and any other documentation that evidence both the authority of the signatory to execute a binding contract on behalf of the respondent, and documentation that would prove that the organization offering the proposal is a legal entity.

| Select Appropriate Action with an "X" |  |
|---------------------------------------|--|
| <input type="checkbox"/>              | Documentation <b><u>ATTACHED and labeled</u></b> as "Legal Entity Documentation" |
| <input type="checkbox"/>              | Not Applicable, please explain. _____<br>_____                                   |

**D. Subcontractor Work**

Respondent shall identify all proposed subcontractors and indicate the exact amount of work to be performed by the respondent and each subcontractor and further certifies that the respondent and each subcontractor will not duplicate services.

| Select Appropriate Action with an "X" |  |
|---------------------------------------|--|
| <input type="checkbox"/>              | Documentation <b><u>ATTACHED and labeled</u></b> as "Subcontractor Work" |
| <input type="checkbox"/>              | Not Applicable, please explain. _____<br>_____                           |

**E. Inducement**

Respondent hereby certifies that it has not made or will not make any attempt to induce any other person or firm to submit or not to submit a proposal.

**F. Provision of Services**

Respondent hereby certifies and agrees to having sole and complete responsibility for the completion of all services provided under the contract, except for those items specifically defined as State responsibilities.

**G. Independent Price Determination**

Respondent 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 respondent prior to award, either directly or indirectly, to any other respondent /contractor or competitor.

**H. Certification of Proposed Costs/Proposal Validity**

Respondent certifies that costs quoted in the proposal will remain in effect through the term of the subgrant and that the respondent's proposal will be valid for ninety (90) days after the proposal opening date.

**I. Employment Discrimination**

Respondent certifies that it 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 respondent is a religious organization, the prohibition as to religious discrimination shall be deleted from the respondent's discrimination statement/certification.

| Select Appropriate Action with an "X" |                        |
|---------------------------------------|------------------------|
|                                       | Religious Organization |
|                                       | Not Applicable         |

**J. Subcontractor Statement**

Respondent agrees to provide MDCPS with 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 physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. If the subcontractor is a religious organization, the prohibition as to religious discrimination shall be deleted from the subcontractor's discrimination statement/certification.

| Select Appropriate Action with an "X" |  |
|---------------------------------------|--|
|                                       | Documentation <b><u>ATTACHED and labeled</u></b> as "Subcontractor Statement(s)" |
|                                       | Not Applicable   |

**K. Use of Federal Funds**

Respondent hereby certifies and assures that federal funds will not be expended for sectarian instruction, worship, prayer or proselytization purposes and that no federal funds or State funds will be used to influence any government official. This statement shall ensure that expenses incurred for proposed services provided for another funding source/grant will not be charged to this grant and that individuals receiving Name of Services under another funding source/grant will not be included in the count for the number of participants served in this grant.

**L. Availability of Respondent Records**

Respondent hereby certifies that all records of the respondent, which may subsequently be subject to audit and evaluation by MDCPS, will be located in the State of Mississippi.

**M. Authority to Bind**

Respondent hereby certifies that each person signing this proposal is the person in the Respondent'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.

**N. Provision of Proposed Services**

Respondent hereby certifies and agrees to provide all Name of Services at the level necessary to accomplish the goals and intent of the project.

---

Signature of Authorized Official/ Title  
(No stamped signature)

---

Date

---

Name of Organization

## **ATTACHMENT D SUBGRANTEE REQUIRED DOCUMENTATION**

- Attachment A – Subgrant Terms and Provisions
- Attachment B – Proposal Exception Summary Form
- Attachment C – Required Respondent Certifications
- Attachment D – Subgrantee Required Documentation
- Attachment E – Standard Assurances and Certifications
- Attachment F – Notification of Liability
- Attachment G – MDCPS Subgrant Manual Acceptance Form
- Attachment H – MDCPS Debarment Verification Form
- Attachment I – Minority Vendor Self Certification Form
- Attachment J – Sub-Recipient Risk Assessment
- Attachment K – References
- Attachment L – Reference Sheet
- Attachment M – Service Area Summary Chart
- Attachment N – Required Information Checklist
- Attachment O – Required Letter of Intent (*applicable if stated in the timeline section 1.1.1*)
- Attachment P – Additional ARPA Fund Clauses
- Attachment Q – Byrd Anti-Lobbying Certification
- Attachment R – Budget Narrative (Only)
- Attachment T – Acknowledgement of Amendments (if applicable)

*\*All attachments should be submitted with the proposal submission.*

## **ATTACHMENT E STANDARD ASSURANCES AND CERTIFICATIONS**

### **Title 18: Mississippi Department of Child Protection Services Part 8: MDCPS Subgrant Manual**

#### **Chapter 3: Regulations, Certifications and Standard Assurances**

Subgrantees are to comply with the regulations, policies, guidelines, and requirements imposed by the federal sponsoring agency and MDCPS. Subgrantees are to comply with State statutes and implementing regulations that may also be applicable. Federal and State requirements include the specific program regulations applicable to each individual award as specified in the subgrant agreement.

Current federal regulations are available on the Internet at the following sites:

1. Code of Federal Regulations – [www.ecfr.gov](http://www.ecfr.gov)
2. Federal Register – <https://www.federalregister.gov/>
3. OMB Circulars – [www.whitehouse.gov/omb](http://www.whitehouse.gov/omb)

Please refer to 2 C.F.R. §200 Subparts A-F that are particularly applicable to subgrantees, which includes Executive Orders, Federal Regulations, and OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards, as implemented by the various Federal grantor agencies. Please note that these rules and regulations are subject to change and it is the Subgrantee's responsibility to maintain compliance with all applicable rules, regulations, standard assurances and certifications as updated.

Subgrantees holding and administering an MDCPS subgrant shall satisfactorily complete any MDCPS required training related to MDCPS policy, and Federal and State regulations. Subgrantees will be responsible for ensuring lower tier recipients adhere to the requirements as outlined in any MDCPS subgrant training as well as any changes and/or updates to MDCPS policy, and Federal and State requirements.

Each subgrantee and any lower-tier sub-recipient must assure compliance with the regulations, policies, guidelines, and requirements imposed by the Federal grantor agency, any applicable state statutes and MDCPS. There may be additional assurances required by certain Federal awarding agencies. Therefore, all subgrantees are responsible for knowing the specific requirements of their awards.

#### **Certifications**

Each subgrantee must certify in writing that it will comply with the following regulations:

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

2. Suspension and debarment: Shall provide the required certification regarding their exclusion status and that of their principals prior to the award in accordance with Executive Orders 12549 and 12689 Debarment and Suspension;
3. Drug-Free Workplace: Shall provide certification to comply with the Drug-Free Workplace Act of 1988;
4. Unresolved Monitoring and Audit Findings; and
5. Fidelity Bond Coverage.

### **Standard Assurances**

The Subgrantee assures the following:

1. The Subgrantee 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. The Subgrantee shall give MDCPS, the State Auditor's Office, the Federal grantor agency, 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 any items related to the subgrant for as long as these records are required to be retained;
3. The Subgrantee shall establish and maintain both fiscal and program controls and accounting procedures in accordance with Generally Accepted Accounting Principles and Federal grantor agency and MDCPS directives and will keep and maintain such books and records for audit by MDCPS, by the Federal grantor agency, by the State Auditor, or by the 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 Form: Cost Reimbursement ( MDCPS -BACS001). If any litigation, claim, audit, or action has begun before the expiration of the three (3) year period, subgrantee 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 (3) year period, whichever is later, and will obtain written approval from the MDCPS Privacy Officer 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 of Dispose of Records' form ( MDCPS -DOM-001);
4. The Subgrantee shall comply with the OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
5. The Subgrantee shall provide, in a timely manner, written disclosure, and all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially

affecting the subgrant;

6. The Subgrantee shall establish safeguards to prohibit employees from using their positions for a purpose that involves nepotism, and constitutes or presents the appearance of any other personal or organizational conflict of interest or personal gain;
7. The Subgrantee shall comply with all Federal and State statutes to discrimination, including, but not limited to:
  - a. Title VI of the Civil Rights Act of 1964, prohibiting discrimination on basis of race, color, or national origin;
  - b. Title VII of the Civil Rights Act of 1964, relating to non-discrimination in matters of recruitment, hiring, promotion, and other employment practices;
  - c. Title VIII of the Civil Rights Act of 1968, as amended, relating to nondiscrimination of the sale, rental, or financing of housing;
  - d. Title IX of the Education Amendments of 1972, as amended, prohibiting discrimination on the basis of gender in federally assisted education programs and activities;
  - e. Age Discrimination Act of 1975, prohibiting discrimination on the basis of age;
  - f. Section 504 of the Rehabilitation Act of 1973, prohibiting discrimination on the basis of disability;
  - g. Title I, Title II and Title III of the Americans with Disabilities Act (ADA) (1990), as amended by the ADA Amendments Act of 2008;
  - h. Omnibus Reconciliation Act of 1981, prohibiting discrimination on the basis of race, color, religion, sex, national origin, age, and disability;
  - i. Drug Abuse Office and Treatment Act of 1972, as amended, relating to nondiscrimination on the basis of drug abuse;
  - j. 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;
  - k. Section 523 and 527 of the Public Health Service Act of 1912, as amended, relating to confidentiality of alcohol and drug abuse patient records; and
  - l. 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 nondiscrimination statute(s) that may apply to this subgrant or award.
8. The Subgrantee shall ensure that buildings and facilities owned, occupied, or financed by the United States government are accessible to and usable by individuals with disabilities in accordance with the 2010 ADA Standards for Accessible Design;
9. The Subgrantee must take reasonable steps to ensure that persons with limited English proficiency (LEP) have meaningful access to programs, services, and benefits. Subgrantees that do not provide meaningful access for LEP individuals risk violating prohibitions against discrimination based on National Origin in violation of Title VI of the Civil Rights Act of 1964. Public entities and public accommodations also must ensure equal opportunity access for persons with disabilities. This includes ensuring



that communications with applicants, participants, members of the public, and companions with disabilities are as effective as communications with people without disabilities. Subgrantees, public entities and public accommodations that do not provide persons with disabilities equal opportunity access to programs may risk violating prohibitions against disability discrimination in Section 504 of the Rehabilitation Act of 1973 and the American with Disabilities Act (ADA) of 1990, as amended, by the ADA Amendments Act of 2008.

10. The Subgrantee shall comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970, which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal assisted programs. These provisions apply to all interest in real property acquired for project purposes regardless of Federal participation in purchases;
11. The Subgrantee 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. The Subgrantee 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 agreements;
13. The Subgrantee shall conform with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by EO 11375, and as supplemented in Department of Labor regulations (41 C.F.R. § 60) and will incorporate an equal opportunity clause in federally assisted construction contracts and subcontracts;
14. The Subgrantee shall comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act;
15. The Subgrantee shall comply with the Intergovernmental Personnel Act of 1970 relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OBM's Standards for a Merit System of Personnel Administration;
16. The Subgrantee shall comply, if applicable, with Section 102(a) of the Flood Disaster Protection Act of 1973;
17. The Subgrantee shall comply with the Lead-Based Paint Poisoning Prevention Act, which prohibits the use of lead-based paint in construction or rehabilitation of residential structures;
18. The Subgrantee shall assist the Federal grantor agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended, Executive Order 11593, and the Archaeological and Historic Preservation Act of 1974;

19. The Subgrantee 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 Executive Order 11514; (b) notification of violating facilities pursuant to Executive Order 11738; (c) conformity of Federal actions to State (Clean Air) implementation plans under Section 176 of the Clean Air Act of 1955, as amended; (d) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended; (e) Protection of endangered species under the Endangered Species Act of 1973, as amended; (f) Section 6002 of the Resource Conservation and Recovery Act; (g) the Coastal Barriers Resources Act; (h) protection of Wetlands pursuant to EO 11988; (i) evaluation of flood hazards in flood plains in accordance with EO 11988; and (j) assurance of project consistency with the approved State Management Program developed under the Coastal Zone Management Act of 1972;
20. The Subgrantee 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. The Subgrantee shall comply with Laboratory Animal Act of 1966 pertaining to the care, handling, and treatment of warm-blooded animals held for research, development and related activities supported by this subgrant;
22. The Subgrantee 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;
23. The Subgrantee shall comply with Federal regulations regarding criteria for cost sharing or matching contributions;
24. The Subgrantee shall assure all funds received shall be used only to supplement services and activities that promote the purpose for which the grant is awarded and not supplant, unless specifically authorized by the program regulations and MDCPS;
25. The Subgrantee 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, including but not limited to all documentation/information required by MDCPS for federal reporting purposes.
26. The Subgrantee shall comply with The Privacy Act of 1974 (5 U.S.C. 552a) related to gathering and disclosing of information and documentation maintained on individuals;
27. The Subgrantee shall comply with all requirements of the Federal Funding Accountability and Transparency Act (FFATA). This includes providing the grantor a Data Universal Number (DUNS) and other information such as executive

compensation data when required so the grantor can meet the reporting requirements of FFATA;

28. The Subgrantee shall comply with the Program for Enhancement of Contractor Employee Whistleblower Protections (48 C.F.R. §3.908-3, 48 C.F.R. §52.203-17 and 41 U.S.C. §4712). Specifically, the subgrantee/lower-tier sub-recipient shall provide written notification to all employees of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in 48 C.F.R. §3.908 of the Federal Acquisition Regulation. Subgrantees shall also include in each agreement with lower-tier sub-recipients the required whistleblower provisions, as mandated in 48 C.F.R. §52.203-17.
29. The Subgrantee shall provide the required certification regarding lobbying to comply with Section 319, PL 101-121 (31 U.S.C. 1352);
30. The Subgrantee shall provide the required certification regarding their exclusion status and that of their principals prior to the award in accordance with Executive Orders' 12549 and 12689 Debarment and Suspension;
31. The Subgrantee shall provide certification to comply with the Drug-Free Workplace Act of 1988.

Subgrantees are responsible for ensuring that any lower-tier sub-recipients are compliant with the above listed regulations, certifications, and assurances, as well as 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 original Subgrant, including but not limited to all documentation/information required by MDCPS for federal reporting purposes.

**SUBGRANTEE NAME AND ANY OTHER NAMES UNDER WHICH THE SUBGRANTEE HAS DONE BUSINESS:**

---

**NAME AND TITLE OF THE SUBGRANTEE'S AUTHORIZED REPRESENTATIVE:**

---

---

**SIGNATURE OF SUBGRANTEE'S AUTHORIZED REPRESENTATIVE AND DATE:**

---

**ATTACHMENT F**  
***FOR NON-STATE AGENCIES ONLY***

**Mississippi Department of Child Protection Services Board Member's  
Notification of 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: \_\_\_\_\_

Witness: \_\_\_\_\_

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

\*\*\*\*\*

\_\_\_\_\_ is a state agency; therefore, this  
form does not apply.

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

\_\_\_\_\_  
Date

## ATTACHMENT G

### MDCPS Subgrant Manual Acceptance Form

Each Subgrant Manual Coordinator Each Subgrantee should designate a Mississippi Department of Child Protection Services Subgrant 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 Child Protection Services, by the beginning of each contract period. The subgrantee should only notify the Director, Office of Monitoring, MDCPS, in writing of any change in assignment.

---

As a 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 current MDCPS Subgrant Manual.

---

Signature

---

Date

---

Title

---

Organization

**ATTACHMENT H**  
**MDCPS DEBARMENT VERIFICATION FORM**

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

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

**Federal Debarment Certification:**

By signing below, I hereby certify that Subgrantee's Name/Contractor's Name is not on the list for federal debarment on [www.sam.gov](http://www.sam.gov) System for Award Management.

**State of Mississippi Debarment Certification:**

By signing below, I hereby certify that Subgrantee's Name/Contractor's Name is not on the list for debarment for doing business within the State of Mississippi or with any Mississippi State Agencies.

**Partnership Debarment Certification:**

By signing below, I hereby certify that all entities who are in partnership through this contract with MDCPS (subcontractors, subrecipients, et al.) are not on the federal debarment list on [www.sam.gov](http://www.sam.gov) System for Award Management or the State of Mississippi debarment list. 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  
(No stamped signature)

---

Date

**ATTACHMENT I**  
**STATE OF MISSISSIPPI**  
**MINORITY VENDOR SELF CERTIFICATION FORM**

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

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

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

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

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

\_\_\_\_\_

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

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

**MINORITY STATUS**

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

\_\_\_Applicable

\_\_\_Not Applicable

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

**Minority Business Enterprise**

- \_\_\_A (Asian Indian)
- \_\_\_B (Asian Pacific)
- \_\_\_C (Black American)
- \_\_\_D (Hispanic American)
- \_\_\_E (Native American)

**Women Business Enterprise**

- \_\_\_M (Asian Indian)
- \_\_\_N (Asian Pacific)
- \_\_\_O (Black American)
- \_\_\_P (Hispanic American)
- \_\_\_Q (Native American)
- \_\_\_R (Other) Non-Ethnic Women

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

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

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

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

## ATTACHMENT J

### Sub-recipient Risk Assessment

The purpose of this form is to capture the information needed for a Sub-recipient Risk Assessment. Please check one block that best describes your organization's Accounting System, Procurement System, and Audits.

**Name of Organization:** \_\_\_\_\_

*Please Check One*

|                                      |  |  |
|--------------------------------------|--|--|
| <b>Accounting System Established</b> | System has been approved (existing Office of Management and Budgets (OMB) single audit is an indicator)            |  |
|                                      | System less qualified to handle large amounts of federal money (Financial audit conducted but no OMB single audit) |  |
|                                      | No systems are in place or systems are new (system established <5 years)   |  |

*Please Check One*

|                            |   |  |
|----------------------------|---|--|
| <b>Procurement Systems</b> | Has established procurement policies to comply with OMB procurement guidelines                                      |  |
|                            | Uses procurement policies/processes to comply with OMB Procurement guidelines for purposes of project participation |  |
|                            | Ad hoc or lacking internal controls   |  |

*Please Check One*

|   |                                    |  |
|---|------------------------------------|--|
| <b>OMB Single Audit or Audit Report on File</b> | Annual OMB single audit            |  |
|   | Annual third-party financial audit |  |
|   | No annual financial audit          |  |

***I certify the information provided above is correct.***

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

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

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

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



## ATTACHMENT K REFERENCES

### REFERENCE 1

Name of Company: \_\_\_\_\_  
Dates of Service: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Cell Number: \_\_\_\_\_  
E-mail: \_\_\_\_\_  
***E-mail: Alternative Contact Person (optional):*** \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Cell Number: \_\_\_\_\_  
E-mail: \_\_\_\_\_  
Summary of Project/Contract: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### REFERENCE 2

Name of Company: \_\_\_\_\_  
Dates of Service: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Cell Number: \_\_\_\_\_  
E-mail: \_\_\_\_\_  
***E-mail: Alternative Contact Person (optional):*** \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Cell Number: \_\_\_\_\_  
E-mail: \_\_\_\_\_  
Summary of Project/Contract: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### REFERENCE 3

Name of Company: \_\_\_\_\_  
Dates of Service: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Cell Number: \_\_\_\_\_  
E-mail: \_\_\_\_\_  
***E-mail: Alternative Contact Person (optional):*** \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Cell Number: \_\_\_\_\_  
E-mail: \_\_\_\_\_  
Summary of Project/Contract: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## ATTACHMENT L REFERENCE SHEET

**\*\*TO BE COMPLETED BY MDCPS STAFF ONLY\*\***

Name of Respondent: \_\_\_\_\_

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

Person Contacted, Title/Position: \_\_\_\_\_

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

Contacted By: \_\_\_\_\_

Position: \_\_\_\_\_

| Questions   | Response<br>(Circle One) |    |
|---|--------------------------|----|
| Able to provide <b>Supervised Independent Living</b> when requested?  | Yes                      | No |
| Satisfied with the services provided? If no, please explain.  | Yes                      | No |
| Vendor easy to work with when scheduling <b>Supervised Independent Living</b> Services?                                 | Yes                      | No |
| Were the <b>Supervised Independent Living</b> completed on time and within budget?                                      | Yes                      | No |
| Vendor listened when you had an issue and readily offered a solution? (If never had an issue, please check here _____.) | Yes                      | No |
| Would you enter into a contract/project with them again?  | Yes                      | No |
| Would you recommend them?   | Yes                      | No |
| Services From/To Dates:   |                          |    |

|   |     |    |
|---|-----|----|
| Do you have any business, professional or personal interest in the respondent's organization? If yes, please explain. | Yes | No |
|---|-----|----|

Notes:

---

---

---

Division Notes:

---

---

---

## ATTACHMENT M SERVICE AREA SUMMARY CHART

|   |   |              |                 |
|---|---|--------------|-----------------|
| ✓ | Below is a list of Mississippi Counties<br>Please place a “✓” checkmark in the box located beside the county for services |              |                 |
|   | Adams   | Alcorn       | Amite           |
|   | Attala  | Benton       | Bolivar         |
|   | Calhoun   | Carroll      | Chickasaw       |
|   | Choctaw   | Claiborne    | Clarke          |
|   | Clay  | Coahoma      | Copiah          |
|   | Covington   | DeSoto       | Forrest         |
|   | Franklin  | George       | Greene          |
|   | Grenada   | Hancock      | Harrison        |
|   | Hinds   | Holmes       | Humphreys       |
|   | Issaquena   | Itawamba     | Jackson         |
|   | Jasper  | Jefferson    | Jefferson Davis |
|   | Jones   | Kemper       | Lafayette       |
|   | Lamar   | Lauderdale   | Lawrence        |
|   | Leake   | Lee          | Leflore         |
|   | Lincoln   | Lowndes      | Madison         |
|   | Marion  | Marshall     | Monroe          |
|   | Montgomery  | Neshoba      | Newton          |
|   | Noxubee   | Oktibbeha    | Panola          |
|   | Pearl River   | Perry        | Pike            |
|   | Pontotoc  | Prentiss     | Quitman         |
|   | Rankin  | Scott        | Sharkey         |
|   | Simpson   | Smith        | Stone           |
|   | Sunflower   | Tallahatchie | Tate            |
|   | Tippah  | Tishomingo   | Tunica          |
|   | Union   | Walthall     | Warren          |
|   | Washington  | Wayne        | Webster         |
|   | Wilkinson   | Winston      | Yalobusha       |
|   | Yazoo   | Statewide    | -               |

**Total # of counties to be served** \_\_\_\_\_

\_\_\_\_\_  
Name of Organization

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**ATTACHMENT N REQUIRED INFORMATION CHECKLIST**  
**(To be submitted with the Proposal)**

Respondents shall thoroughly examine all aspects of this Request for Proposals and be responsive to all stated requirements. All of the materials identified and requested in Section 4.3 must be submitted with the Proposal package and made a part of the proposal package. Failure to submit any required information may be grounds for rejection. **The following required information shall be submitted with the proposal in the order listed:**

\_\_\_\_\_ **A. Table of Contents (Section 4.3.1)**

\*\*\*\*\*

\_\_\_\_\_ **B. Cover Letter (Section 4.3.2) and also include:**

- \_\_\_\_\_ 1. Section 4.1.1
- \_\_\_\_\_ 2. Section 4.1.2

\*\*\*\*\*

\_\_\_\_\_ **C. Proposal (Sections 2 & Sections 4.2.2) This section is limited to Twenty (20) pages.**

\*\*\*\*\*

\_\_\_\_\_ **D. Personnel (Section 4.3.4)**

- \_\_\_\_\_ 1. Section 4.1.3 (including organization charts, resumes)

\*\*\*\*\*

\_\_\_\_\_ **E. References & Project Experience (Section 4.3.5)**

- \_\_\_\_\_ 1. Section 4.1.4
- \_\_\_\_\_ 2. Attachment K, References

\*\*\*\*\*

\_\_\_\_\_ **F. Cost Data (Section 4.3.6)**

- \_\_\_\_\_ 1. Section 4.1.8
- \_\_\_\_\_ 2. Cost Proposal Packet
  - a. Budget Narrative
  - b. Justification, if lower-tier partnership cost exceeds 50% of budget request or if more than 10% of administrative costs will be added to the budget narrative budget.

\*\*\*\*\*

\_\_\_\_\_ **G. Financial Information (Section 4.3.7)**

- \_\_\_\_\_ 1. Section 4.1.9 (including Bankruptcy Disclosure & Company restructuring, mergers, & acquisitions disclosure, if applicable)

\*\*\*\*\*

\_\_\_\_\_ **H. Acceptance of Conditions, Required Respondents Statements, and Other Required Forms (Section 4.3.8)**

- \_\_\_\_\_ 1. Attachment B, Proposal Exception Summary Form – If no exceptions are requested, the form shall still be submitted clearly marked with “N/A” for not applicable, signed & dated. Section 1.1.3.
- \_\_\_\_\_ 2. Attachment C, Required Respondent Certifications – If any attachments are required as a result of an answer in Attachment C, the Respondent must include those attachments as part of Attachment C and label the attachments accordingly.
- \_\_\_\_\_ 3. Attachment D, Required Subgrantee Documentation – Follow additional instructions on Attachment D, Cover Page, for Attachments below:
- a. Attachment E, Standard Assurances and Certifications
  - b. Attachment F, Board of Member’s Notification of Liability
  - c. Attachment G, Subgrant Manual Acceptance Form
  - d. Attachment H, MDCPS Debarment Verification Form (Section 1.5)
    - If applicable, Exhibit F, MDCPS Debarment Verification Form Justification
  - e. Attachment I, Minority Vendor Self-Certification Form
  - f. Attachment J, Sub-recipient Risk Assessment
- \_\_\_\_\_ 4. Insurance or Binder Commitment Letter (Section 3.3)
- \_\_\_\_\_ 5. Acknowledgement of Amendments (Section 1.9)

\*\*\*\*\*

**The package should be handled and labeled as instructed in Section 1.1 and include:**

- \_\_\_\_\_ One (1) hard copy original signed proposal in a binder of all the information above.
- \_\_\_\_\_ One (1) USB flash drive of the original signed proposal.
- \_\_\_\_\_ As applicable, one (1) USB flash drive containing a separate redacted copy of the proposal and the USB flash drive clearly labeled as “REDACTED COPY” (Section 1.3)

**ATTACHMENT O**  
**REQUIRED LETTER OF INTENT**

Date \_\_\_\_\_

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

Title \_\_\_\_\_

Address \_\_\_\_\_

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

Dear RFP Coordinator:

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

in compliance with the requirements of the letter of intent, \_\_\_\_\_  
Organization Name  
submits the following information:

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

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

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

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

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

UEI Number : \_\_\_\_\_

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

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

Thank you for your consideration.

Sincerely,

Authorized Official

**ATTACHMENT P**  
**ADDITIONAL ARPA FUND CLAUSES**

1. Clean Air Act. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. The contractor agrees to report each violation to the Mississippi Department of Public Safety and understands and agrees that the Mississippi Department of Public Safety will, in turn, report each violation as required to assure notification to the U.S. Treasury, and the appropriate Environmental Protection Agency Regional Office. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Coronavirus State and Local Fiscal Recovery Fund provided by the U.S. Treasury.
2. Federal Water Pollution Control Act. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq. The contractor agrees to report each violation to the Mississippi Department of Public Safety and understands and agrees that the Mississippi Department of Public Safety will, in turn, report each violation as required to assure notification to the U.S. Treasury, and the appropriate Environmental Protection Agency Regional Office. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Coronavirus State and Local Fiscal Recovery Fund provided by the U.S. Treasury.
3. Debarment and Suspension Provision. This contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The contractor must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower-tier covered transaction it enters into.

This certification is a material representation of fact relied upon by \_\_\_\_\_. If it is later determined that the contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to \_\_\_\_\_, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.”

4. Contract Worker Hours and Safety Standards Act Provision. Compliance with the Contract Work Hours and Safety Standards Act.

- a. (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- b. (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
- c. (3) Withholding for unpaid wages and liquidated damages. The \_\_\_\_\_ shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
- d. (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

Further Compliance with the Contract Work Hours and Safety Standards Act.

- a. The contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.



- b. Records to be maintained under this provision shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.
5. Access to Records. The Contractor agrees to provide MDCPS, Inspectors General, the Comptroller General of the United States, or any of their authorized representative's access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

## ATTACHMENT Q

### **Byrd Anti-Lobbying Certification**

#### 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

##### Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

*Signature of Contractor’s Authorized Official*

\_\_\_\_\_  
*Name and Title of Contractor’s Authorized Official*

\_\_\_\_\_  
*Date*

**ATTACHMENT R**  
**Mississippi Department of Child Protection Services**  
**COST SUMMARY SUPPORT SHEET**

**General**

The Cost Summary Support Sheet is used to identify each of the budget categories and line items authorized under each of the budget activities on the Budget Summary 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 MDCPS Division of Budgets and Accounting.

(3) *Grant ID*

To be provided by MDCPS 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        | d. Contractual Services     | g. Capital Outlay - Other |
| b. Fringe Benefits | e. Commodities              | h. Subsidies/Loans/Grants |
| c. Travel          | f. Capital Outlay-Equipment | i. Indirect Cost          |

The information provided above in ***“bold”*** is important.

(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).

ATTACHMENT R (continued)  
MISSISSIPPI DEPARTMENT OF CHILD PROTECTION SERVICES

SAMPLE COST SUMMARY SUPPORT SHEET

Page      of      Pages

|                            |                           |                         |              |                          |                |                       |              |
|----------------------------|---------------------------|-------------------------|--------------|--------------------------|----------------|-----------------------|--------------|
| <b>1. Applicant Agency</b> |                           |                         |              |                          |                |                       |              |
| <b>2. Subgrant Number</b>  |                           | <b>3. Grant ID</b>      |              | <b>4. Beginning Date</b> |                | <b>5. Ending Date</b> |              |
| <b>6. Activity</b>         |                           |                         |              |                          |                |                       |              |
|                            | <b>7. Budget Category</b> | <b>8. Budget Amount</b> |              |                          |                |                       |              |
|                            |                           | <b>Federal</b>          | <b>State</b> | <b>Local</b>             | <b>Program</b> | <b>In-Kind</b>        | <b>Total</b> |
|                            |                           |                         |              |                          |                |                       |              |
|                            |                           |                         |              |                          |                |                       |              |
|                            |                           |                         |              |                          |                |                       |              |
|                            |                           |                         |              |                          |                |                       |              |
|                            |                           |                         |              |                          |                |                       |              |
|                            |                           |                         |              |                          |                |                       |              |
|                            |                           |                         |              |                          |                |                       |              |
|                            |                           |                         |              |                          |                |                       |              |
|                            | <b>TOTAL</b>              |                         |              |                          |                |                       |              |

## ATTACHMENT R (continued)

### General

The Budget Summary is a compilation of the specific budget activities Authorized in the subgrant as indicated on each of the Cost Summary Support Sheets

#### Instructions

1. *Applicant Agency*  
Enter the name of subgrantee.
2. *Agreement Number*  
To be assigned by MDCPS 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 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 at the bottom of the Cost Summary Support Sheet.

**ATTACHMENT R (continued)**  
**MISSISSIPPI DEPARTMENT OF CHILD PROTECTION SERVICES**

**BUDGET SUMMARY SUPPORT SHEET**

Page \_\_\_ of \_\_\_ Pages

|   |                           |                            |              |                                     |                |                       |              |
|---|---------------------------|----------------------------|--------------|-------------------------------------|----------------|-----------------------|--------------|
| <b>1. Applicant Agency</b>                  |                           |                            |              |                                     |                |                       |              |
| <b>2. Agreement Number</b>                  |                           | <b>3. Grant ID</b>         |              | <b>4. Beginning Date</b>            |                | <b>5. Ending Date</b> |              |
| <b>6. Submitted as part of: (check one)</b> |                           |                            |              |                                     |                |                       |              |
| <b>A. Funding Request ( )</b>               |                           | <b>B. Modification ( )</b> |              | <b>Modification Effective Date:</b> |                |                       |              |
|   | <b>7. Budget Activity</b> | <b>Funding Sources</b>     |              |                                     |                |                       |              |
|   |                           | <b>Federal</b>             | <b>State</b> | <b>Local</b>                        | <b>Program</b> | <b>In-Kind</b>        | <b>Total</b> |
|   |                           |                            |              |                                     |                |                       |              |
|   |                           |                            |              |                                     |                |                       |              |
|   |                           |                            |              |                                     |                |                       |              |
|   |                           |                            |              |                                     |                |                       |              |
|   |                           |                            |              |                                     |                |                       |              |
|   |                           |                            |              |                                     |                |                       |              |
|   |                           |                            |              |                                     |                |                       |              |
|   |                           |                            |              |                                     |                |                       |              |
|   | <b>TOTAL</b>              |                            |              |                                     |                |                       |              |

**ATTACHMENT R (continued) - REQUIRED**  
**For Illustrative Purposes Only**

**PLEASE DO NOT SUBMIT THIS SAMPLE ATTACHMENT WITH YOUR PROPOSAL**

**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 is authorized under salaries and wages, and each item under fringe benefits or equipment shall be specifically identified. For example:

***I. Administration Budget Activity***

|                 |  |                   |
|-----------------|--|-------------------|
| Salaries        | <i>Project Director</i> - 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.<br>Full-time position, 25% of time at \$25,650 per year | \$6,412.50        |
|                 | <i>Secretary/Bookkeeper</i> – This position maintains all records for the day care centers.<br>Full-time position, 25% of time at \$13,960 per year  | \$3,490.00        |
|                 | <b>Total Administration Salaries</b>   | <b>\$9,902.50</b> |
| Fringe Benefits | <i>FICA</i> - 7.65% of gross salaries  | \$757.54          |
|                 | <i>Workmen's Compensation</i> - 3% of gross salaries   | \$297.08          |
|                 | <i>Health Insurance</i> - \$120 per mo. per employee for 12 mos. x 25%   | \$720.00          |
|                 | <b>Total Administration Fringe Benefits</b>  | <b>\$1,774.62</b> |
| Travel          | Project Director is anticipated to visit daycare sites at least quarterly.<br><i>Mileage</i> estimated at 600 miles x \$0.51 per mile x 25%  |                   |
|                 | <i>In-Service Training</i> (2 sessions at \$240 each x 25%)  | \$76.50           |
|                 |  | \$120.00          |
|                 | <b>Total Administration Travel</b>   | <b>\$196.50</b>   |
| Commodities     | <i>Office Supplies</i> - Paper, pens, calculator tape, etc. \$200 x 25%  | \$50.00           |
|                 | <i>Office Furniture</i> - Secretarial Desk at \$300 and Chair at \$100 x 25%   | \$100.00          |
|                 | <b>Total Administration Commodities</b>  | <b>\$150.00</b>   |

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

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

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

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

## II. Child Day Care Budget Activity (Continued)

|             |  |          |
|-------------|--|----------|
| Commodities | <i>Art Supplies</i> (4 centers @ \$100 per year x 25%) | \$100.00 |
|-------------|--|----------|



|                              |   |                     |
|------------------------------|---|---------------------|
|                              | <i>Paper Supplies</i> - towels, tissues, diapers, etc. (4 centers @ \$600 per year x 25%)   | \$600.00            |
|                              | <i>Replacement furniture:</i> 64 chairs @ \$25.00 each x 25%  | \$400.00            |
|                              | 16 small tables @ \$50.00 each x 25%  | \$200.00            |
|                              | <b>Total Commodities</b>  | <b>\$1,300.00</b>   |
| Capital Outlay-<br>Equipment | <i>Four (4) Commercial grade Refrigerators</i> (one at each location) at \$2,000 each x 25%   | \$2,000.00          |
|                              | <i>One color printer</i> at \$300 x 25%   | \$75.00             |
|                              | <b>Total Capital Outlay - Equipment</b>   | <b>\$2,075.00</b>   |
| Capital Outlay -<br>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. <i>Center A</i> at \$52,000 acquisition cost x 2% use allowance x 25%  | \$260.00            |
|                              | 2. <i>Center B</i> at \$60,000 acquisition cost x 2% use allowance x 25%  | \$300.00            |
|                              | 3. <i>Center C</i> at \$64,000 acquisition cost x 2% use allowance x 25%  | \$320.00            |
|                              | 4. <i>Center D</i> at \$110,000 acquisition cost x 2% use allowance x 25%   | \$550.00            |
|                              | <b>Total Capital Outlay - Other</b>   | <b>\$1,430.00</b>   |
|                              | <b>Total for the Child Day Care Budget Activity</b>   | <b>\$128,126.63</b> |
|                              | <b>Grand Total for the Entire Subgrant</b>  | <b>\$140,967.65</b> |

**PLEASE DO NOT SUBMIT THIS SAMPLE ATTACHMENT WITH YOUR PROPOSAL**

## **Attachment S**

### **Formula for Evaluating Price**

Price points will be awarded using the following formula:

$$(X / Y) \times \text{Total Price Points} = Z$$

X = Lowest Price

Y = Offeror's Price

Z = Points Assigned to Offeror

An example of the application of this formula is as follows:

- 1. Company A = \$150,000                      Company A = 35 Points**  
Company A submitted the lowest price and received the total points available for price (35).
- 2. Company B = \$160,000                      Company B =  $150,000 / 160,000 \times 35 = 32.8125$  Points**
- 3. Company C = \$180,000                      Company C =  $150,000 / 180,000 \times 35 = 29.1655$  Points**

**Attachment T**  
**Acknowledgement of Amendments**

I, \_\_\_\_\_, acknowledge that RFP No. \_\_\_\_\_ has been  
Authorized Official's Name  
amended on

\_\_\_\_\_ to include the following:  
Date

---

---

---

---

I, \_\_\_\_\_, understand that the statement of qualifications/ proposal will **only**  
Authorized Official's Name  
be accepted from respondents who Submit this acknowledgment of amendment # \_\_\_\_\_.

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

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

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

\_\_\_\_\_  
Date

**This acknowledgment should be enclosed in accordance with the instructions located in Section 1.9 of this RFP.**