

**John Davis**

**Executive Director**

**Division ofYouth Services**

**Request for Proposals**

**INVITATION: Sealed proposals, subject to the attached conditions, will be received at this office until March 10, 2017 by 3:00 p.m., Central Time for the acquisition of the product/services described below.**

**Barbering Services**

**RFP NO. BS2017**

**Contact Person: Kimbley Hendrix**

**DHS – Program Administrator Senior, Division of Budgets & Accounting**

**750 North State Street**

**Jackson, MS 39202**

**601-359-4508**

**MDHS WELCOMES PARTICIPATION OF MINORITY BUSINESSES (EXHIBIT L)**

**Invitation:** Written proposals subject to the conditions herein stated and attached hereto, will be received at this office until March 10, 2017, by 3:00 p.m. Central Time, for furnishing the services as described below for the Mississippi Department of Human Services (hereinafter “MDHS”).

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

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

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

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

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

(5) Cost. A narrative provided describing the proposed use of funds, cost effectiveness, accurate calculations and itemized budget breakdown of the funded services ***(Critical)***

***Procurement Schedule***

|  |  |
| --- | --- |
| **Task** | **Date** |
| Advertisement Dates for RFP | February 9, 2017; February 17, 2017 |
| Receive Questions for Clarification Deadline | February 21, 2017, 3:00 p.m. CT |
| Respond in Writing to Clarification | February 23, 2017 @www.mdhs.ms.gov |
| Required Letter of Intent Deadline | March 1, 2017, 3:00 p.m. CT |
| Proposals Deadline | March 10, 2017, 3:00 p.m. CT |
| Evaluation of Proposals | March 14, 2017 or later |
| Notification to Proposer(s) | March 21, 2017 or later |
| Contract Negotiations | Approx. March 16 17, 2017 |
| Proposed Period of Performance | April 15, 2017 – April 14, 2018 |

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

Proposals must be received by MDHS no later than the **official deadline** of:

March 10, 2017, 3:00 p.m., Central Time

Proposals must be submitted to:**Kimbley Hendrix, DHS – Program Administrator Senior, Division of Budgets & Accounting, 750 North State Street, Jackson, Mississippi 39202.**

Proposals must be received by the above named party by the official deadline to be considered. Proposals will be time stamped as they are received by MDHS.

Any Proposals received after the deadline will be marked as being LATE and will not be opened. All proposals received by MDHS are deemed to be the property of MDHS and may be used as MDHS sees fit. MDHS will not be responsible for non-delivery or late delivery of proposals. **The Proposer alone is responsible for ensuring that their proposal package is delivered to Kimbley Hendrix, DHS – Program Administrator Senior, Division of Budgets & Accounting, 750 North State Street, Jackson, Mississippi 39202, no later than the official deadline.**

If using a commercial delivery company such as FedEx, UPS, USPS or any other public, private or commercial courier service that requires that you use their shipping package, your proposal should be sealed and labeled as stated above to prevent premature opening. Parties submitting proposals assume all risks of delivery, including late delivery, lost delivery or failure to deliver.

**Lapses in protocol or deviations from the published standards can result in formal objections, legal challenges and delays in the overall award process, which will ultimately result in failure to provide the necessary services to the citizens of Mississippi.**



Inquiries regarding this Request for Proposal must be directed to:

Kimbley Hendrix, DHS – Program Administrator Senior

Division of Budgets & Accounting

Mississippi Department of Human Services

750 North State Street

Jackson, MS 39202

(601) 359-4508

Proposals and attachments must be submitted to:

Kimbley Hendrix, DHS – Program Administrator Senior

Division of Budgets & Accounting

Mississippi Department of Human Services

750 North State Street

Jackson, MS 39202

(601) 359-4508

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

***MDHS RESERVES THE RIGHT TO REJECT ANY AND ALL PROPOSALS WHERE THE PROPOSER TAKES EXCEPTION TO THE TERMS AND CONDITIONS OF THE RFP AND/OR FAILS TO MEET THE TERMS AND CONDITIONS AND/OR IN ANY WAY ATTEMPTS TO LIMIT THE RIGHTS OF MDHS AND/OR THE STATE OF MISSISSIPPI, INCLUDING BUT NOT LIMITED TO, THE REQUIRED CONTRACTUAL TERMS AND PROVISIONS SET FORTH IN THIS RFP.***



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**MISSISSIPPI DEPARTMENT OF HUMAN SERVICES**

**DIVISION OF YOUTH SERVICES**

**750 NORTH STATE STREET**

**JACKSON, MISSISSIPPI 39202**

**1.0 Specifications, Terms and Conditions for Barbering Services**

* 1. **General Statement**

The Mississippi Department of Human Services (hereinafter “MDHS”), in order to ensure that selection procedures for screening applicants for jobs with the state service in Mississippi are job related and legally defensible, is desirous of securing the services of a professional consultant. Additional information may be obtained by written request to Kimbley Hendrix, DHS – Program Administrator Senior, Mississippi Department of Human Services, 750 North State Street, Jackson, MS 39202.

**1.2 Authority to Contract**

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

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

The Vendor will provide barbering services for male students at Oakley Youth Development Center (OYDC). The Vendor will be able to work around (before, during and after) school hours of 8:00 a.m. to 3:00 p.m. Sunday through Saturday. Students’ hair must be cut bi-weekly with no exceptions.

The Vendor will be responsible for clean-up of the area in which the barbering services will take place. DYS will supply the area for barbering services to take place and also the barbering chairs. DYS will supply the clean-up supplies, such as; brooms, mops, disinfectant solutions, and any agreed upon items.

**2.0 Consultant’s Written Proposal Shall Contain the Following Minimum Information**

(1) name of consultant, location of consultant's principal place of business, and the place of performance of the proposed contract,

(2) age of consultant's business and the average number of employees over the past three years;

(3) resume' listing abilities, qualifications and experience of all individuals who will be assigned to provide the required services;

(4) listing of three contracts under which services similar in scope, size, or discipline were performed or undertaken, including at least two (2) references for current contracts or those awarded during the past three (3) years (On a proposal form, list three (3) projects to include the names and addresses of the projects, the scope of the project, and the names and telephone numbers of the clients for reference purposes. All information on the proposal form must be completed. Incomplete or unsigned proposal forms will be rejected.);

(5) a plan giving as much detail as is practical explaining how the services will be performed; and,

(6) an estimate of price.

**3.0 Insurance Requirements**

Independent Contractor represents that it will maintain workers' compensation insurance as prescribed by law which shall inure to the benefit of all Independent Contractor's personnel performing services under this Contract, comprehensive general liability insurance, and employee fidelity bond insurance. Independent Contractor will furnish MDHS a certificate of insurance providing the aforesaid coverage, prior to the commencement of performance under this Agreement. Should the Independent Contractor be unable to obtain coverage for the entire duration of the contract prior to the commencement of the contract, the Independent Contractor should obtain additional coverage prior to any lapses in coverage and provide the certificate of insurance to the State no later than seven (7) days prior to the date on which the coverage ends. Any additional insurance that is obtained should run immediately after the previous coverage ends so as to prevent any lapse in coverage. Any additional insurance obtained by the Independent Contractor should meet the terms of the contract.

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

**4.0 Renewal of Contracts**

The contract may be renewed at the discretion of the agency upon written notice to Contractor at least ninety (90) days prior to the contract anniversary date for a period of one (1) successive year under the same prices, terms, and conditions as in the original contract. The total number of renewal years permitted shall not exceed four (4). The renewal options shall end on April 14, 2022.

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

**6.0 Rejection of Proposals**

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

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

**7.0 Informalities and Irregularities**

The MDHS 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 MDHS to properly evaluate the proposal, the MDHS has the right to require such additional information as it may deem necessary after the time set for receipt of proposals, provided that the information requested does not change the price, quality, quantity, delivery, or performance time of the services being procured.

**8.0 Disposition of Proposals**

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

**9.0 Competitive Negotiation**

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

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

The release of the Request for Proposal does not constitute an acceptance of any offer, nor does such release in any way obligate MDHS to execute a contract with any other party. MDHS reserves the right to accept, reject, or negotiate any or all offers on the basis of the evaluation criteria contained within this document. The final decision to execute a contract with any party rests solely with MDHS.

**11.0 Exceptions and Deviations**

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

**12.0 Nonconforming Terms and Conditions**

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

**13.0 Proposal Acceptance Period**

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

**13.1** **Method of Submission**

Mailing or hand delivering one original and three (3) copies of the proposal. The original proposal and three (3) copies shall be submitted in a 3-ring binder for a total of four (4) binders, delivered in one sealed package or envelope, and each individual binder labeled with the name of the Proposer and the RFP No. BS2017.

**13.2 Required Letter of Intent**

Proposers shall notify MDHS of their intention to submit a proposal. The letter of intent **(Exhibit B)** shall be submitted via email to Kimbley.Hendrix@mdhs.ms.gov by March 1, 2017, 3:00 p.m. Central Time. The letter of intent shall include the title of this request for proposals, the proposer’s organizational name and address, one (1) to two (2) sentences stating that the proposer’s organization intends to submit a proposal for this service, location of the service area, and the contact person’s name, title, phone number, fax number, Tax I.D. number, DUNS number, address and email address**.** Kimbley.Hendrix@mdhs.ms.govshall acknowledge receipt of letter of intent via email. **A NON--ACKNOWLEDGEMENT is a NON-RECEIPT of required letter of intent**.

**14.0 Expenses Incurred in Preparing Offers**

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

**15.0 Proprietary Information**

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

**16.0 Additional Information**

Questions about this Request for Proposal must be submitted in writing to Kimbley Hendrix at 750 North State Street, Jackson, Mississippi 39202. [Questions concerning the technical portions of the Request for Proposal should be directed to Kimbley Hendrix at 750 North State Street, Jackson, Mississippi 39202]. Proposers are cautioned that any statements made by the contact or technical contact person that materially change any portion of the Request for Proposal shall not be relied upon unless subsequently ratified by a formal written amendment to the Request for Proposal. All questions and answers will be published on MDHS’ website ([www.mdhs.ms.gov](http://www.mdhs.ms.gov)) in a manner that all proposers will be able to view by February 23, 2017, 3:00 p.m.

**17.0 Debarment**

By submitting a proposal, the proposer certifies that it is not currently debarred from submitting proposals for contracts issued by any political subdivision or agency of the State of Mississippi and that it is not an agent of a person or entity that is currently debarred from submitting proposals for contracts issued by any political subdivision or agency of the State of Mississippi.

(**Exhibits D and E** - FDVR and PDV Forms, respectively)

**18.0 Required Clauses for Procurement**

**18.1 Applicable Law**

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

**18.2 Availability of Funds**

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

**18.3 Procurement Regulations**

The contract shall be governed by the applicable provisions of the Mississippi Personal Service Contract Review Board Rules and Regulations, a copy of which is available at 210 East Capitol, Suite 800, Jackson, Mississippi 39201 for inspection, or downloadable at <http://www.mspb.ms.gov>.

**18.4 Compliance with Laws**

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

**18.5 Stop Work Order**

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

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

1. the stop work order results in an increase in the time required for, or in Contractor’s properly allocable to, the performance of any part of this contract; and,
2. Contractor asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage; provided that, if the Procurement Officer decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this contract.

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

(4) **Adjustments of Price**: Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment clause of this contract.

**18.6 Representation Regarding Contingent Fees**

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

**18.7 Representation Regarding Gratuities**

The proposer, or Contractor represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 6- 204 (Gratuities) of the *Mississippi Personal Service Contract Review Board Rules and* *Regulations*.

**18.8 Acknowledgement of Amendments**

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

**18.9 Certification of Independent Price Determination**

The proposer certifies that the prices submitted in response to the solicitation have been arrived at independently and without, for the purpose of restricting competition, any consultation, communication, or agreement with any other proposer or competitor relating to those prices, the intention to submit a bid, or the methods or factors used to calculate the prices bid.

**18.10 Prospective Contractor’s Representation Regarding Contingent Fees**

*(To be placed in prospective Contractor’s response proposal.)* The prospective Contractor represents as a part of such Contractor’s bid or proposal thatsuch Contractor has/has not *(use applicable word or words)* retained any person oragency on a percentage, commission, or other contingent arrangement to secure thiscontract **(Exhibit G).**

**18.11 E-Payment**

Contractor agrees to accept all payments in United States currency via the State of Mississippi’s electronic payment and remittance vehicle. The agency agrees to make payment in accordance with Mississippi law on “Timely Payments for Purchases by Public Bodies,” which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of invoice. Miss. Code Ann. § 31-7-305 (1972, as amended).

**18.12 E-Verification**

If applicable, Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008, and will register and participate in the status verification system for all newly hired employees. Miss. Code Ann. §§ 71-11-1 *et seq.* (1972, as amended). The term “employee” as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, “status verification system” means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor agrees to maintain records of such compliance. Upon request of the State, and after approval of the Social Security Administration or Department of Homeland Security when required, Contractor agrees to provide a copy of each such verification. Contractor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws. The breach of this agreement may subject Contractor to the following:

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

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

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

**18.13 Transparency**

This contract, including any accompanying exhibits, attachments, and appendices, is subject to the “Mississippi Public Records Act of 1983,” and its exceptions. See Miss. Code Ann.§§25-61-1 *et seq.*, (1972, as amended) and Miss. Code Ann. § 79-23-1 (1972, as amended). In addition, this contract is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Miss. Code Ann. §§27-104-151 *et.* *seq.* (1972, as amended). Unless exempted from disclosure due to a court-issued protective order, a copy of this executed contract is required to be posted to the Department of Finance and Administration’s independent agency contract website for public access at http://www.transparency.mississippi.gov. Information identified by Contractor as trade secrets, or other proprietary information, including confidential vendor information, or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes, will be redacted.

**18.14 Trade Secrets, Commercial and Financial Information**

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

**18.15 Paymode**

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

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

**19.1 Qualifications of Proposer**

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

(1) the ability, capacity, skill, and financial resources to perform the work or provide the service required;

(2) the ability of the proposer to perform the work or provide the service promptly or within the time specified, without delay or interference;

(3) the character, integrity, reputation, judgment, experience, and efficiency of the proposer; and,

(4) the quality of performance of previous contracts or services.

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

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

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

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

in the detailed specifications. ***(Very Important)* 20 Points**

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

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

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

**Total: 100 Points**

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

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

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

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

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

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

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

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

**21.5.** **References:** Give at least three (3) references for contracts of similar size and scope, including at least two (2) references for current contracts or those awarded during the past three years. Include the name of the organization, the length of the contract, a brief summary of the work, and the name and telephone number of a responsible contact person.

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

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

the response.

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

**22.0** **Debriefing Request**

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

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

**23.0 Protests**

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

**24.0** **Proposal Exceptions**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Proposal Cover Sheet

Revised April 19, 2016

**Exhibit A**

Mississippi Department of Human Services

Division of Youth Services

**Proposal Cover Sheet**

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

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

1.Organization\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

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

Fax:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 6. Proposed Project Director:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

2. Executive Director\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

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

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

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

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Authorized Representative (No Stamped Signature) Date

Required Letter of Intent

Revised April 19, 2016

**Exhibit B**

**REQUIRED LETTER OF INTENT**

Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Title\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

This letter confirms our intent to submit a proposal pursuant to RFP No. \_\_BS2017\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ service area includes\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

Organization Name

Also, in compliance with the requirements of the letter of intent, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Organization Name

submits the following information:

Contact Person’s Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contact Person’s Title:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

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

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

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

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

Thank you for your consideration.

Sincerely,

Authorized Official

Proprietary Information Form

Revised April 19, 2016

**Exhibit C**

**Proprietary Information Form**

Did the proposer submit any information to the agency for the Barbering Services’ Request for Proposal which contained trade secrets or other proprietary data which the contractor wishes to remain confidential in accordance with Section 25-61-9 and 79-23-1 of the Mississippi Code?

Yes \_\_\_\_\_\_\_\_ No \_\_\_\_\_\_\_\_\_

If yes, please indicate which parts/pages below that the contractor wishes to designate as proprietary.

1.

2.

3.

4.

5.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **(No stamped signature)**

Signature of Authorized Official/ Title Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Organization

Federal Debarment Verification Form

Revised April 5, 2016

**Exhibit D**

**MISSISSIPPI DEPARTMENT OF HUMAN SERVICES**

**FEDERAL DEBARMENT VERIFICATION FORM**

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

|  |  |
| --- | --- |
| Subgrantee’s/Contractor’s Name |  |
| Authorized Official’s Name |  |
| DUNS Number |  |
| Address |  |
| Phone Number |  |
| Are you currently registered with [www.sam.gov](http://www.sam.gov) *(Respond Yes or No)* |  |
| Registration Status *(Type Active or Inactive)* |  |
| Active Exclusions *(Type Yes or No)* |  |

I hereby certify that \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ is not on the list for federal

Contractor’s Name

debarment on [www.sam.gov](http://www.sam.gov) –System for Award Management.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of Authorized Official Date

Partnership Debarment Verification Form

Revised April 5, 2016

**Exhibit E**

**MISSISSIPPI DEPARTMENT OF HUMAN SERVICES**

**PARTNERSHIP DEBARMENT VERIFICATION FORM**

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

|  |  |
| --- | --- |
| Contractor’s Name |  |
| Authorized Official’s Name |  |
| DUNS Number |  |
| Address |  |
| Phone Number |  |

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

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of Authorized Official Date

Acknowledgement of Amendment

Revised April 19, 2016

**Exhibit F**

**Acknowledgement of Amendment to RFP No. BS2017**

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, acknowledge that RFP No. BS2017 has been

Authorized Official’s Name

amended on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ to include the following:

Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

I, **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,** understand that proposals will **only** be accepted from

Authorized Official’s Name

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

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Company

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Authorized Official’s Typed Name/Title

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_ (**No stamped signature)**

Signature of Authorized Official Date

**This acknowledgement should be enclosed in accordance with the instructions located in Section 18.8 of this RFP.**

Prospective Contractor’s Representation Regarding Contingent Fees

Revised April 19, 2016

**Exhibit G**

**Prospective Contractor’s Representation Regarding Contingent Fees**

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

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of Authorized Official/ Title Date

**(No stamped signature)**

**Exhibit H**

**Budget Narrative\***

**Specific Category of Service Hourly/Daily/Monthly Rate No. of Hours/Days/Months Amount**

**1.**

**2.**

**3.**

**4.**

**5.**

**6.**

**7.**

**8.**

**9.**

**10.**

**Total Amount:**

**\*Must include an itemized breakdown of the above-referenced budget categories and explain how each line item was calculated. All pricing should be based on contract deliverables on page 1 and include all associated costs with no additional or hidden fees.**

Formula for Evaluating Cost

Revised April 19, 2016

**Exhibit I**

**Formula for Evaluating Cost**

**1. Company A=$150,000 Company A=25**

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

**150,000/160,000=.9375 x 25=23.4375**

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

**150,000/180,000=.8333 x 25=20.8333**

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

Proposal Exception Summary Form

Revised April 19, 2016

**Exhibit J**

**Proposal Exception Summary Form**

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

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

**EXHIBIT K**

**STATE OF MISSISSIPPI**

**MISSISSIPPI DEPARTMENT OF HUMAN SERVICES**

**CONTRACT FOR PERSONAL OR PROFESSIONAL SERVICES**

**1. Parties.** This Contract is made and entered into by and between the Mississippi Department of Human Services, Division of \_\_\_\_\_\_\_\_\_\_\_\_\_, hereinafter referred to as "MDHS," and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereinafter referred to as “Independent Contractor.”

**2. Purpose.** MDHS hereby engages the Independent Contractor and the Independent Contractor hereby agrees to render certain professional services described in Paragraph 3, "Scope of Services."

**3. Scope of Services.** The Independent Contractor shall perform and render the following services:

**4. Period of Performance.**  The period of performance of services under this Contract shall begin on \_\_\_\_\_\_\_\_\_\_\_\_\_ and end on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**OR**

**If “Option to renew” Clause is in your procurement:**

**4.** **Period of Performance.** The period of performance of services under this Contract shall begin on \_\_\_\_\_\_\_\_\_\_\_\_\_ and end on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. Upon notification to (Independent Contractor’s Name) by MDHS, at least ninety (90) days prior to each contract anniversary date, the contract may be renewed by MDHS for a period of four (4) successive one-year period(s) under the same prices, terms and conditions as in the original contract. The total number of renewal years permitted shall not exceed four (4). However, if MDHS does not intend to renew the contract, the (Independent Contractor’s Name) shall be notified at least ninety (90) days prior to the contract anniversary date.

**5.** **Consideration and Method of Payment.**

**A.** As consideration of all services and performances under this Contract, Independent Contractor shall be paid a fee not to exceed \_\_\_\_\_\_\_($\_\_\_\_\_\_\_\_\_\_). It is expressly understood and agreed that in no event will the total compensation paid hereunder exceed the specified amount of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_($\_\_\_\_\_\_\_).

**OR**

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

**OR**

**A.** As consideration for the performance of this Contract, the Independent Contractor shall be paid a fee not to exceed \_\_\_\_\_\_\_\_\_\_\_($\_\_\_\_\_\_\_\_\_\_\_) for all products, services, salaries, travel, performances, costs, and expenses of whatever kind and nature of this Contract. It is expressly understood and agreed that in no event shall the total compensation paid hereunder exceed the specified amount of \_\_\_\_\_\_\_\_\_\_\_\_($\_\_\_\_\_).

**B.** The Independent Contractor will bill MDHS for its services. Following the satisfactory completion, as determined by MDHS, of its services, the State requires the Independent Contractor to submit invoices electronically throughout the term of the agreement. Invoices shall be submitted to MDHS using the processes and procedures identified by the State. The appropriate documentation shall be submitted on the last working day of the month, with the final invoice to be submitted within five (5) working days after the contract ending date.

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

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

**6. Applicable Law.** The contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in a court of competent jurisdiction in Jackson, Hinds County, Mississippi. The Independent Contractor shall comply with applicable federal, state and local laws and regulations.

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

**8. Representation Regarding Contingent Fees.** The Independent Contractor represents that it has not retained a person to solicit or secure a State contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in the Independent Contractor's bid, proposal, or herein.

**9. Representation Regarding Gratuities.** The bidder, offeror, or Independent Contractor represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 6-204 (Gratuities) of the *Mississippi Personal Service Contract Review Board Rules and Regulations*.

**10. Procurement Regulations.** The Contract shall be governed by the applicable provisions of the *Mississippi Personal Service Contract Review Board Rules and Regulations*, a copy of which is available for inspection at 210 East Capitol Street, Suite 800, Jackson, Mississippi 39201 for inspection, or downloadable at <http://www.mspb.ms.gov>.

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

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

**13. Stop Work Order.**

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

1. cancel the stop work order; or,
2. terminate the work covered by such order as provided in the Termination for Default clause or the Termination for Convenience clause of this contract.

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

1. the stop work order results in an increase in the time required for, or in Independent Contractor’s cost properly allocable to, the performance of any part of this contract; and,
2. Independent Contractor asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage; provided that, if the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this contract.

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

**D. Adjustments of Price.** Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment clause of this contract.

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

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

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

**16. Termination for Convenience.**

(1) Termination. The Executive Director of MDHS or designee of MDHS may, when the interests of MDHS so require, terminate this contract in whole or in part, for the convenience of MDHS. The Executive Director of MDHS or designee shall give written notice of the termination to the Independent Contractor specifying the part of the contract terminated and when termination becomes effective.

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

**17. Termination for Default.**

(1) **Default.** If the Independent Contractor refuses or fails to perform any 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 Executive Director of MDHS or designee may notify the Independent Contractor in writing of the delay or nonperformance and if not cured in ten (10) days or any longer time specified in writing by the Executive Director of MDHS or designee, such officer may terminate the Independent Contractor’s right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the Executive Director of MDHS or designee may procure similar services in a manner and upon terms deemed appropriate by the Executive Director of MDHS or designee. The Independent Contractor shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.

(2) **Independent Contractor’s Duties.** Notwithstanding termination of the contract and subject to any directions from the Executive Director, the Independent Contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of the Independent Contractor in which the State has an interest.

(3) **Compensation.** Payment for completed services delivered and accepted by MDHS shall be at the contract price. MDHS may withhold from amounts due the Independent Contractor such sums as the Executive Director of MDHS or designee deems to be necessary to protect MDHS against loss because of outstanding liens or claims of former lien holders and to reimburse MDHS 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, the Independent Contractor shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by the Independent Contractor to make progress in the prosecution of the work hereunder which endangers such performance) if the Independent Contractor has notified the Executive Director of MDHS 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, the Independent Contractor shall not be deemed to be in default, unless the services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit the Independent Contractor to meet the contract requirements. Upon request of the Independent Contractor, the Executive Director of MDHS 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, the Independent Contractor’s progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly, subject to the rights of MDHS under the clause entitled (in fixed-price contracts, “Termination for Convenience,” or in cost-reimbursement contracts, “Termination”). (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 the Independent Contractor’s right to proceed under the provisions of this clause, it is determined for any reason that the contract was not in default under the provisions of this clause, or that the delay was excusable under the provisions of Paragraph (4) of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of MDHS, be the same as if the notice of termination has been issued pursuant to such clause.

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

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

**19. Independent Contractor Status.** Independent Contractor shall, at all times, be regarded as and shall be legally considered an Independent Contractor and shall at no time act as an agent for the State. Nothing contained herein shall be deemed or construed by the State, Independent Contractor, or any third party as creating the relationship of principal and agent, master and servant, partners, joint ventures, employer and employee, or any similar such relationship between the State and Independent Contractor. Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any acts of the State or Independent Contractor hereunder creates, or shall be deemed to create a relationship other than the independent relationship of the State and Independent Contractor. Independent Contractor’s personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of the State. Neither Independent Contractor nor its employees shall, under any circumstances, be considered servants, agents, or employees of the MDHS, and the MDHS shall be at no time legally responsible for any negligence or other wrongdoing by Independent Contractor, its servants, agents, or employees. The MDHS shall not withhold from the contract payments to Independent Contractor any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to Independent Contractor. Further, the MDHS shall not provide to Independent Contractor any insurance coverage or other benefits, including Worker’s Compensation, normally provided by the State for its employees.

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

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

**22. Modification or Renegotiation.** This agreement may be modified only by written agreement signed by the parties hereto. The parties agree to renegotiate the agreement if federal and/or state revisions of any applicable laws or regulations make changes in this agreement necessary.

**23. Anti-Assignment/Subcontracting.** Independent Contractor acknowledges that it was selected by the State to perform the services required hereunder based, in part, upon Independent Contractor’s special skills and expertise. Independent Contractor shall not assign, subcontract, or otherwise transfer this agreement, in whole or in part, without the prior written consent of the State, which the State may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer of its obligations without such consent shall be null and void. No such approval by the State of any subcontract shall be deemed in any way to provide for the incurrence of any obligation of the State in addition to the total fixed price agreed upon in this agreement. Subcontracts shall be subject to the terms and conditions of this agreement and to any conditions of approval that the State may deem necessary. Subject to the foregoing, this agreement shall be binding upon the respective successors and assigns of the parties.

**24. Waiver.** No delay or omission by either party to this agreement in exercising any right, power, or remedy hereunder or otherwise afforded by contract, at law, or in equity shall constitute an acquiescence therein, impair any other right, power or remedy hereunder or otherwise afforded by any means, or operate as a waiver of such right, power, or remedy. No waiver by either party to this agreement shall be valid unless set forth in writing by the party making said waiver. No waiver of or modification to any term or condition of this agreement will void, waive, or change any other term or condition. No waiver by one party to this agreement of a default by the other party will imply, be construed as or require waiver of future or other defaults.

**25. Price Adjustment.**

(1) **Price Adjustment Methods**. Any adjustments in contract price, pursuant to a clause in this contract, shall be made in one or more of the following ways:

(a) by agreement on a fixed price adjustment before commencement of the additional performance;

(b) by unit prices specified in the contract;

(c) by the costs attributable to the event or situation covered by the clause, plus appropriate profit or fee, all as specified in the contract; or,

(d) by the price escalation clause.

(2) **Submission of Cost or Pricing Data.** Independent Contractor shall provide cost or pricing data for any price adjustments subject to the provisions of Section 3-403 (Cost or Pricing Data) of the *Mississippi Personal Service Contract Review Board Rules and Regulations*.

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

***OR***

***Only, use this option with Independent Contractors that are State agencies or***

***political subdivisions of the State:***

**26.** **Indemnification.** Independent Contractor’s tort liability, as an entity of the State of Mississippi, is determined and controlled in accordance with Mississippi Code Annotated §§ 11-46-1 et seq., including all defenses and exceptions contained therein. Nothing in this agreement shall have the effect of changing or altering this liability or of eliminating any defense available to the State under statute.

**27. Insurance.**Insurance. Independent Contractor represents that it will maintain workers' compensation insurance as prescribed by law which shall inure to the benefit of all Independent Contractor's personnel performing services under this Contract, comprehensive general liability insurance, and employee fidelity bond insurance. Independent Contractor will furnish MDHS a certificate of insurance providing the aforesaid coverage, prior to the commencement of performance under this Agreement. Should the Independent Contractor be unable to obtain coverage for the entire duration of the contract prior to the commencement of the contract, the Independent Contractor should obtain additional coverage prior to any lapses in coverage and provide the certificate of insurance to the State no later than seven (7) days prior to the date on which the coverage ends. Any additional insurance that is obtained should run immediately after the previous coverage ends so as to prevent any lapse in coverage. Any additional insurance obtained by the Independent Contractor should meet the terms of the contract.

**28.** **Certification of Independent Price Determination.** The Independent Contractor certifies that the prices submitted in response to the solicitation have been arrived at independently and without, for the purpose of restricting competition, any consultation, communication, or agreement with any other competitor relating to those prices, the intention to submit a quote, bid, or proposal or the methods or factors used to calculate the its prices.

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

**30. Disputes.** Any dispute concerning a question of fact under this Contract which is not disposed of by agreement shall be decided by the Director of the Division of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. This decision shall be reduced to writing and a copy thereof mailed or furnished to the Independent Contractor and shall be final and conclusive, unless within thirty (30) days from the date of the decision, Independent Contractor mails or furnishes to the Executive Director of MDHS a written request for review. Pending final decision of the Executive Director of MDHS or designee of a dispute hereunder, the Independent Contractor shall proceed in accordance with the decision of the Director of the Division of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

In a review before the Executive Director or designee, the Independent Contractor 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 Executive Director on the review shall be final and conclusive unless determined by a court of competent jurisdiction in Hinds County, State of Mississippi, to have been fraudulent, capricious, so grossly erroneous as necessarily to imply bad faith, or is not supported by substantial evidence.

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

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

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

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

**35.** **Special Terms and Conditions.** It is agreed and understood by each party to this Contract that there are no special terms and conditions.

**36. Priority.** The contract consists of this agreement, the request for proposal [number] (hereinafter “RFP” and attached as Schedule [ ]), and the response proposal by [Contractor] dated [date] (hereinafter “Proposal” and attached as Schedule [ ]). Any ambiguities, conflicts or questions of interpretation of this contract shall be resolved by first, reference to this agreement and, if still unresolved, by reference to the RFP and, if still unresolved, by reference to the proposal. Omission of any term or obligation from this agreement or attached Schedules [ ] or [ ] shall not be deemed an omission from this contract if such term or obligation is provided for elsewhere in this contract.

***OR***

**36.** **Integrated Agreement/Merger.** This agreement, including all contract documents, represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations or agreements, irrespective of whether written or oral. This agreement may be altered, amended, or modified only by a written document executed by the State and Independent Contractor. Independent Contractor acknowledges that it has thoroughly read all contract documents and has had the opportunity to receive competent advice and counsel necessary for it to form a full and complete understanding of all rights and obligations herein. Accordingly, this agreement shall not be construed or interpreted in favor of or against the State or Independent Contractor on the basis of draftsmanship or preparation hereof.

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

For Independent Contractor: name, title, Contractor, address

For the agency: name, title, agency, address

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

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

|  |  |  |
| --- | --- | --- |
| **Mississippi Department of Human**  **Services** |  | **INSERT Independent Contractor’s Name** |
| **By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |  | **By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |
| **Authorized Signature** |  | **Authorized Signature** |
| **Printed Name: John Davis** |  | **Printed Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |
| **Title: Executive Director** |  | **Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |
| **Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |  | **Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |

**Exhibit L**

**STATE OF MISSISSIPPI**

**MINORITY VENDOR SELF CERTIFICATION FORM**

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

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

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

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

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

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

**MINORITY STATUS**

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

**\_\_\_Applicable \_\_\_\_Not Applicable**

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

**Minority Business Enterprise Women Business Enterprise**

**\_\_\_\_A (Asian Indian) \_\_\_\_M (Asian Indian)**

**\_\_\_\_B (Asian Pacific) \_\_\_\_N (Asian Pacific)**

**\_\_\_\_C (Black American) \_\_\_\_O (Black American)**

**\_\_\_\_D (Hispanic American \_\_\_\_P (Hispanic American)**

**\_\_\_\_E (Native American) \_\_\_\_Q (Native American)**

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

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

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

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

**Issue Date March 31, 2002**