

RFP-009-001



Dr. David A. Chandler
Commissioner

Request for Proposals
RFP No. 2018ALDR002
Issue Date: May 11, 2017

MDCPS WELCOMES PARTICIPATION OF MINORITY BUSINESSES

INVITATION: Sealed Proposals, subject to the attached conditions, will be received at this office until June 5, 2017, 3:00 p.m., Central Time for the acquisition of the product/services described below.

Alcohol and Drug Testing Services

Request for Proposals Coordinator: Leigh Washington
Contracts, Procurement and Federal Reporting
contracts.DFCS@mdcps.ms.gov

RFP-009-001

MDCPS reserves the right to amend the contents of this RFP as it deems necessary. It is the Proposer's sole responsibility to monitor their email 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 (Attachment F).

MDCPS 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 MDCPS AND/OR THE STATE OF MISSISSIPPI, INCLUDING BUT NOT LIMITED TO, THE REQUIRED CONTRACTUAL TERMS AND PROVISIONS SET FORTH IN THIS RFP.

Table of Contents

Section 1.....4
 Background.....4
 Proposal Acceptance Period4
 Expenses Incurred in Preparing Proposals.....4
 Registration with the Mississippi Secretary of State.....5
 Debarment.....5
 Additional Information.....5
 Proprietary Information.....5
 Type of Contract – Firm Fixed Price Agreement.....6
 Written Proposals.....6
 Acknowledgement of Amendments.....6
Section 2.....6
 Purpose.....6
 Scope of Services.....6
 Term/Renewal of Contracts.....7
Section 3.....7
 Insurance.....7
Section 4.....8
 Minimum Information.....8
 Proposal Submission Requirements.....8
 Evaluation Procedure.....10
 Nonconforming Terms and Conditions.....12
 Award.....12
Section 5.....12
 Post Award Debriefing.....12
 Protests.....12
 Proposal Exceptions.....13
 Required Terms and Conditions.....14
 Attachments.....15

RFP-009-001

Section 1

1.1 Background

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

1.2 Proposal Acceptance Period

The Proposals and all attachments shall be signed and submitted to 750 North State Street, Jackson, MS 39205 no later than the time and date specified for receipt of 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 proposals. The time and date of receipt shall be indicated on the envelope or package by the MDCPS Business Office. Each page of the Proposal and all attachments shall be identified with the name of the Proposer.

1.2.1 Required Letter of Intent

Proposers shall notify MDCPS of their intention to submit a Proposal. The letter of intent (Attachment A) shall be submitted via email at contracts.DFCS@mdcps.ms.gov by May 30, 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. Contracts.DFCS@mdcps.ms.gov shall acknowledge receipt of letter of intent via email. **A NON--ACKNOWLEDGEMENT is a NON-RECEIPT of required letter of intent.**

1.2.2 Procurement Schedule

Task	Date
Advertisement	May 11, 2017; May 18, 2017
Receive Questions for Clarification Deadline	May 22, 2017, 12:00 p.m., CT
Respond in Writing to Clarification (www.mdcps.ms.gov)	May 24, 2017
Required Letter of Intent Deadline	May 30, 2017, 3:00 p.m., CT
Proposal Deadline	June 5, 2017, 3:00 p.m., CT
Proposal Opening	June 5, 2017, 4:00 p.m., CT
Evaluation of Proposal	June 7, 2017, or later
Written Notification to Proposer(s)	June 8, 2017 or later
Proposed Period of Performance	July 1, 2017 - June 30, 2018

RFP-009-001

1.3 Expenses Incurred in Preparing Offers

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

1.4 Registration with Mississippi Secretary of State

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

1.5 Debarment

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

1.6 Competitive Proposals

Discussions may be conducted with proposers who submit proposals determined to be reasonably susceptible of being selected for award. Likewise, MDCPS also reserves the right to accept any proposal as submitted for contract award, with substantive negotiation of proposed terms, services or prices. For these reasons, all parties are advised to propose their most favorable terms initially.

1.7 Additional Information

Questions related to services shall be submitted in writing to Kris Jones at Contracts.DFCS@mdcps.ms.gov no later than May 22, 2017, 3:00 p.m., Central Time. Questions concerning the technical portions of the Request for Proposals should be directed to Leigh Washington at Contracts.DFCS@mdcps.ms.gov no later than May 22, 2017, 3:00 p.m., Central Time. Proposers are cautioned that any statements made by the contact or technical contact person that materially change any portion of the Request for Proposals shall not be relied upon unless subsequently ratified by a formal written amendment to the Request for Proposals. All questions and answers will be published on MDCPS' website (www.mdcps.ms.gov) in a manner that all respondents will be able to view by May 24, 2017.

1.8 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

RFP-009-001

review by the general public after award of the contract. Requests to review the proprietary information will be handled in accordance with applicable legal procedures. (Attachment D)

1.9 Type of Contract – Firm Fixed Price Agreement

1.10 Written Proposals

All Proposals shall be in writing.

1.11 Acknowledgement of Amendments

Proposers shall acknowledge receipt of any amendment to the solicitation by signing and returning the amendment (Attachment E) 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 MDCPS by the time and at the place specified for receipt of Proposal.

Section 2

2.1 Purpose

MDCPS is seeking to establish a contract for Statewide Alcohol and Drug Testing Services. It is understood that any contract resulting from RFP No. 2018ALDR002 requires approval by MDCPS Commissioner/designee. Any contract resulting from RFP No. 2018ALDR002 shall become effective upon final signature by the MDCPS Commissioner.

2.2 Scope of Services

- Perform alcohol and drug testing services using federally-mandated equipment, personnel and methods to assure that the tests of MDCPS employees comply with applicable regulations; complete specimen collection services, including the provision of personnel trained as Breath Alcohol Technicians and Collection Site Persons, all as required by Federal law; provide all required collection site materials and equipment required by the U.S. Department of Health and Human Services (DHHS) and MDCPS; complete chain of custody procedures and transportation for all drug testing specimens to be tested at laboratories certified by the DHHS; complete Medical Review Officer services, including any required follow-up with employees after their test results are received; and provide notification of drug and alcohol testing results within 48 hours, including completing and mailing to MDCPS the Controlled Substances Testing Report and the Breath Alcohol Testing Report to be placed in the employees' file.
- Provide maintenance and selection of MDCPS random testing program using company's computer software and notifying MDCPS of which employees are to report for random testing; provide blind sampling to verify the accuracy of the laboratory analysis of

RFP-009-001

MDCPS drug testing specimens, as required by DHHS and MDCPS; provide annual statistical summary reports of MDCPS drug testing program; and maintain a complete and confidential file on MDCPS testing program, including forms and other documents necessary to document MDCPS testing program and to maintain records of MDCPS compliance with all regulations.

- Conduct a 3% random sampling of current MDCPS employees at least twice a year throughout the state, provide drug and alcohol testing to all new hires (approximately 450 annually), and provide testing for workers compensation injuries/accidents where reasonable suspicion exist. The proposer shall understand that the actual number of screens may be more or less than 450 during the period of performance.
- Capable of providing alcohol and drug testing services to MDCPS employees throughout the state. In remote locations where there may not be a clinic, the consortium will contract with local hospitals and/or clinics to provide this service to MDCPS as outlined in the contract.
- Provide a secure way of sending results.
- Provide prompt and courteous attention to the needs of MDCPS and its employees, including assistance with questions that arise.
- Provide consultation and assistance in responding to MDCPS audit inquiries.
- Comply with all laws, regulations, policies and procedures of the United States of America, the State of Mississippi, and the policies and procedures set forth by the Mississippi Department of Child Protection Services.
- Shall be an equal opportunity employer.

2.3 Term/ Renewal of Contracts

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

Section 3

3.1 Insurance

RFP-009-001

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

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

Section 4

4.1 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, proposals 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,

4.2 Proposal Submission Requirements

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

- Proposal Cover Sheet (Attachment F);
- Proposal Form (Attachment G);
- Completed and signed Acknowledgement Form, if applicable (Attachment E);

RFP-009-001

- Resume' listing abilities, proposals and experience of all individuals who will be assigned to provide the required services;
- Detailed description of past experience Alcohol and Drug Testing Services;
- Completed and signed Federal Debarment Verification Form (Attachment B);
- Completed and signed Partnership Debarment Verification Form (Attachment C);
- E-verify documentation;
- Completed W-9;
- Current Certificate of Liability Insurance;
- Registration with MS Secretary of State documentation, if applicable;
- Minority Vendor Self Certification Form (Attachment L);
- Proposal Exception Summary Form (Attachment J); and,
- Completed and signed Proprietary Information Form (Attachment D).

Additional submission requirements include:

- Mailing or hand delivering one original and three (3) copies of the Proposal shall be submitted in a sealed envelope or package to 750 North State Street, Jackson, MS 39205. The original Proposal must be marked "ORIGINAL". All documents contained in the original Proposal must have original signatures and must be signed by a person who is authorized to bind the Proposer. All additional Proposal sets may contain photocopies of the original package. Sealed Proposal should be labeled as follows:

Request for Proposals for Alcohol and Drug Testing Services
RFP No. 2018ALDR002-Opening Date: June 5, 2017, 4:00 p.m., Central Time
Mississippi Department of Child Protection Services
750 North State Street
Jackson, Mississippi 39205
SEALED PROPOSAL PACKAGE
*****DO NOT OPEN*****

- Timely submission of the Proposal package is the responsibility of the Proposer. Proposal received after the specified time will be rejected, shall not be considered for award and Proposers shall be notified as soon as practicable of late bid. The time and date of receipt by MDCPS will be indicated on the envelope or package by MDCPS staff.
- Each page of the Proposal form and all attachments must be identified with the name of the Proposer.
- MDCPS reserves the right to decide, on a case-by-case basis, whether to reject a Proposal with modifications or additions as non-responsive.
- Any Proposer claiming that its proposal contains information exempt from the Mississippi Public Records Act (Miss. Code Ann. §§ 2561-1 et seq.), shall segregate and mark the information as confidential and provide the specific statutory authority for the exemption.
- All Proposal packages must be received by MDCPS no later than June 5, 2017, 3:00, p.m., Central Time. Proposals submitted via facsimile (faxes) or email will not be accepted. It is recommended that if a Proposal is mailed to MDCPS, it should be posted

RFP-009-001

in certified mail with a return receipt requested. MDCPS will not be responsible for mail delays or lost mail.

4.3.1 Late Submissions

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

4.4 Evaluation Procedure

4.4.1 Phase One:

Proposals will be reviewed to assure compliance with the minimum specifications and Section 4.2. Proposals that do not comply with the minimum specifications will be rejected immediately, receiving no further consideration.

4.3.1.1 Responsive Proposer

Proposer must submit a proposal which conforms in all material respects to RFP No. 2018ALDR002 as determined by MDCPS.

4.3.2.1 Responsible Proposer

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

4.4.2 Phase Two:

Proposals that satisfactorily complete Phase One will be reviewed and analyzed to determine if the proposal adequately meets the needs of MDCPS. Factors to be considered 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. ***(Important) 25 Points***

(2) Proposer's ability to provide the required services as reflected/evidenced by proposals (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 number of personnel, equipment, facilities, and financial resources available to perform the services currently available or demonstrated to be made at the time of contracting. ***(Important) 15 Points***

RFP-009-001

(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 (Attachment G) 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 (Attachment L). **(Critical) 25 Points**

Total: 100 Points

4.4.3 Phase Three:

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

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

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

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

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

4.4.4 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.

4.4.5 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.

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

RFP-009-001

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

4.4.8. 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.

4.6 Nonconforming Terms and Conditions

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

4.7 Conditioning Proposal Upon Other Awards

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

4.8 Award

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

4.9 Notification

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

Section 5

5.1 Post-Award Debriefing Request

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

RFP-009-001

For additional information regarding Post-Award Debriefing, as well as the information that may be provided and excluded, please see Section 7-112 through 7-112.07, Post-Award Vendor Debriefing, of the Mississippi Personal Service Contract Review Board's Rules and Regulations.

5.2 Protests

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

5.3 Proposal Exceptions

Please return the Proposal Exception Summary Form (Attachment H) 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.

5.3.1 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:

5.3.1.1 The specification is not a matter of State law;

5.3.1.2 The Proposal still meets the intent of the RFP

5.3.1.3 A Proposal Exception Summary Form is included with the Proposal; and

5.3.1.4 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.

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

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

RFP-009-001

5.3.1.7 MDCPS will determine that the exception neither poses significant risk to the project nor undermines the intent of the RFP and will accept the exception;

5.3.1.8 MDCPS and the Proposer will agree on compromise language dealing with the exception and will insert same into the contract; or

5.3.1.9 None of the above actions is possible, and MDCPS either disqualifies the Proposal or withdraws the award and proceeds to the next ranked Proposer.

5.3.2 Shall MDCPS and the Proposer reach a successful agreement, MDCPS 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 Form, with those exceptions approved by MDCPS, will become a part of any contract on acquisitions made under this RFP.

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

5.3.4 MDCPS 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 Attachment I. As such, Proposals, in the sole opinion of MDCPS, 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.

5.3.5 For Proposers who have successfully negotiated a contract with MDCPS in the past, MDCPS 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 MDCPS or participated in contract negotiations with MDCPS on behalf of their company, to ensure the Proposer is consistent in the items to which it takes exception

5.3 Required Contract Terms and Conditions

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

5.4 Attachments

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

DocuSigned by:


Dr. David A. Chandler, MDCPS Commissioner

RFP-009-001

Required Letter of Intent
Revised April 19, 2016

ATTACHMENT A
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. 2018ALDR002

_____ service area includes _____. Also,
Organization Name
in compliance with the requirements of the letter of intent, _____
Organization Name

submits the following information:

Contact Person's Name: _____

Contact Person's Title: _____

Phone Number: _____

Fax Number: _____

Tax I.D. Number: _____

DUNS Number: _____

Physical Address: _____

Authorized Official's Email Address: _____

Thank you for your consideration.

RFP-009-001

Sincerely,

Authorized Official

Federal Debarment Verification Form
Revised April 5, 2016

ATTACHMENT B

MISSISSIPPI DEPARTMENT OF CHILD PROTECTION SERVICES

FEDERAL DEBARMENT VERIFICATION FORM

Please Print Clearly or Type

Subgrantee's/Contractor's Name	
Authorized Official's Name	
DUNS Number	
Address	
Phone Number	
Are you currently registered with 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
debarment on www.sam.gov –System for Award Management.
Subgrantee's Name/Contractor's Name

Signature of Authorized Official

Date

RFP-009-001

Partnership Debarment Verification Form
Revised April 5, 2016

ATTACHMENT C
MISSISSIPPI DEPARTMENT OF CHILD PROTECTION SERVICES
PARTNERSHIP DEBARMENT VERIFICATION FORM

Please Print Clearly or Type

Subgrantee's/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 – System for Award Management. Proof of documentation of partnership verification with SAM shall be kept on file and the debarment status shall be checked prior to submission of every contract/subgrant and modification to MDCPS.

Signature of Authorized Official

Date

RFP-009-001

Acknowledgement of Amendment
Revised April 19, 2016

ATTACHMENT E

Acknowledgement of Amendment to RFP No. 2018ALDR002

I, _____, acknowledge that RFP No. 2018ALDR002 has been amended on
Authorized Official's Name
_____ to include the following:
Date

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

be accepted from Proposers who submit this acknowledgement of amendment #_____.

Name of Company

Authorized Official's Typed Name/Title

Signature of Authorized Official _____ (No stamped signature)
Date

This acknowledgement should be enclosed in accordance with the instructions located in Section 1.11 of this RFP.

RFP-009-001

Name of Proposer: _____

ATTACHMENT F

Proposal Cover Sheet

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

PLEASE MARK YOUR ENVELOPE:

**Request for Proposals for Alcohol and Drug Testing Services
RFP No. 2018ALDR002 Opening Date: June 5, 2017, 4:00 p.m., Central Time
Mississippi Department of Child Protection Services
750 North State Street
Jackson, Mississippi 39205
SEALED PROPOSAL PACKAGE
DO NOT OPEN**

Date Submitted: _____

Proposer Organization Information:

Name of Organization: _____

Mailing Address: _____

Authorized Official: _____

Phone: () _____ **Email:** _____

Tax I.D. No.: _____ **DUNS No.:** _____

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

Contact Person for Proposer:

Name: _____ **Title:** _____

RFP-009-001

Phone: () _____ **Email:** _____

Name of Proposer: _____

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

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

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

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

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

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

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

RFP-009-001

Name of Proposer: _____

1. That he/she has thoroughly read and understands the Request for Proposals and Attachments thereto;
2. That the company meets all requirements and acknowledges all certifications contained in the Request for Proposals and Attachments thereto;
3. That the company agrees to all provisions of the Request for Proposals and Attachments thereto including, but not limited to, the Required Clauses to be included in any contract resulting from this RFP (Attachment I);
4. That the company will perform the services required at the prices indicated above;
6. The company represents that its workers are licensed, certified and possess the requisite credentials to perform Alcohol and Drug Testing Services.
7. **NON-DEBARMENT**-By submitting a Proposal, the company certifies that it is not currently debarred from submitting proposals for contracts issued by any political subdivision, agency of the State of Mississippi, or any other state and that it is not an agent of a person or entity that is currently debarred from submitting proposals for contracts issued by any political subdivision, agency of the State of Mississippi, or any other state.
8. **INDEPENDENT PRICE DETERMINATION**-The company certifies that the prices submitted in response to the solicitation have been arrived at independently and without (for the purpose of restricting competition) any collusion, consultation, communication, or agreement with any other Proposer or competitor relating to those prices, the intention to submit a proposals, or the methods or factors used to calculate the prices proposals/offered.
9. **PROSPECTIVE CONTRACTOR'S REPRESENTATION REGARDING CONTINGENT FEES**-The prospective contractor represents as a part of such Independent Contractor's proposals or proposal that such Independent Contractor has/has not (please circle applicable word or words) retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract.
10. **REPRESENTATION REGARDING CONTINGENT FEES**-The company represents that it **has/has not** (please circle applicable word or words) retained a person to solicit or secure a State contract upon an agreement or understanding for a commission, percentage, brokerage, or other contingent fee, except as disclosed in the company's proposals or proposal.

RFP-009-001

11. REPRESENTATION REGARDING GRATUITIES-The bidder, Proposer 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.

Company Name: _____

Printed name of authorized representative: _____

Date: _____

Signature: _____

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

RFP-009-001

Name of Proposer: _____

Proposal Exception Summary Form
Revised April 19, 2016

ATTACHMENT H

Proposal Exception Summary Form

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

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

RFP-009-001

ATTACHMENT I
STATE OF MISSISSIPPI
MISSISSIPPI DEPARTMENT OF CHILD PROTECTION SERVICES
CONTRACT FOR _____ SERVICES

1. Parties. The parties to this contract are the Mississippi Department of Child Protection Services (hereinafter “MDCPS”) and [Independent Contractor] (hereinafter “Independent Contractor”).
2. Purpose. The purpose of this contract is for the MDCPS to engage Independent Contractor and Independent Contractor hereby agrees to render certain professional services described in Paragraph 3, “Scope of Services.”
3. Scope of Services. Independent Contractor will perform and complete in a timely and satisfactory manner the services described in the “Scope of Services” attached hereto as Exhibit A, and the “*2nd Modified Mississippi Settlement Agreement and Reform Plan,*” attached hereto as Exhibit B, and incorporated herein by reference.
4. Consideration. As consideration for the performance of this Contract, the Independent Contractor shall be paid a fee not to exceed _____ (\$ _____) in accordance with the Budget attached hereto as Exhibit C. It is expressly understood and agreed that in no event shall the total compensation paid hereunder exceed the specified amount of _____ (\$ _____).
5. Period of Performance. This contract will become effective for the period beginning [add date] and ending on [add date], upon the approval and signature of both parties hereto.
6. Renewal of Contract: The contract may be renewed at the discretion of MDCPS upon written notice to Independent Contractor at least ninety days prior to each contract anniversary date for a period of four successive one-year periods under the same prices, terms, and conditions as in the original contract and/or subsequent contracts. The total number of renewal years permitted shall not exceed [four], or extend past [add date]. However, if MDCPS does not intend to renew the contract, the [Independent Contractor’s Name] shall be notified at least ninety (90) days prior to the contract anniversary date.
7. Method of Payment. Independent Contractor agrees to accept payments referenced in

RFP-009-001

Paragraph 4, "Consideration", to be paid as billed by Independent Contractor, upon review and approval by MDCPS. Independent Contractor agrees to submit invoices to MDCPS that contain a detailed account of each billing. The final invoice is to be submitted no later than [add date]. Independent Contractor is classified as an independent contractor and not a contractual employee of MDCPS. As such, any compensation due and payable to Independent Contractor will be paid as gross amounts. Independent Contractor invoices shall be submitted to MDCPS at contract.invoices@mdcps.ms.gov.

8. Applicable Law. The contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws, provisions, and any litigation with respect thereto shall be brought in the courts of the State. Independent Contractor shall comply with applicable federal, state, and local laws and regulations.
9. Availability of Funds. It is expressly understood and agreed that the obligation of the MDCPS to proceed under this agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to MDCPS, MDCPS shall have the right upon ten (10) working days written notice to Independent Contractor, to terminate this agreement without damage, penalty, cost or expenses to the MDCPS of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.
10. Representation Regarding Contingent Fees. Independent Contractor represents that it has not retained a person to solicit or secure a state contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in Contractor's bid or proposal.
11. Representation Regarding Gratuities. The Independent Contractor represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 6-204 (Gratuities) of the *Mississippi Personal Service Contract Review Board Rules and Regulations*.
12. Compliance with Laws. Independent Contractor understands that MDCPS is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and Independent Contractor agrees during the term of the agreement that Independent Contractor will strictly adhere to this policy in its employment practices and provision of services. Independent Contractor shall comply with, and all activities under this agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

RFP-009-001

13. Insurance. Independent Contractor represents that it will maintain workers' compensation insurance as required by the State of Mississippi which shall inure to the benefit of all the Independent Contractor's personnel provided hereunder; comprehensive general liability or professional liability insurance, and employee dishonesty insurance or fidelity bond insurance with third party liability coverage. All general liability, professional liability, employee dishonesty, and fidelity bond insurance will provide coverage MDCPS as an additional insured. MDCPS reserves the right to request from carriers, certificates of insurance regarding the required coverage. Insurance carriers must be licensed or hold a Certificate of Authority from the Mississippi Department of Insurance.

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

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

 - b. *Cancellation or Expiration of the Order:* If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the

RFP-009-001

order or any extension thereof expires, Independent Contractor shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or Independent Contractor price, or both, and the contract shall be modified in writing accordingly, if:

- i. the stop work order results in an increase in the time required for, or in Independent Contractor's cost properly allocable to, the performance of any part of this contract; and,
 - ii. Independent Contractor asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage; provided that, if MDCPS decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this contract.
- c. *Termination of Stopped Work:* If a stop work order is not canceled and the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise.

16. Termination for Convenience.

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

17. Termination for Default.

- a. *Default.* If Independent Contractor refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract or any extension thereof, or otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the Commissioner or designee may notify Independent Contractor in writing of the delay or nonperformance and if not cured in ten (10) days or any longer time specified in writing by the Commissioner or designee, such officer may terminate Independent Contractor's right

RFP-009-001

to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the Commissioner or designee may procure similar supplies or services in a manner and upon terms deemed appropriate by the Commissioner or designee. Independent Contractor shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.

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

RFP-009-001

formance or Delayed Performance) of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the State, be the same as if the notice of termination had been issued pursuant to such clause.

- f. *Additional Rights and Remedies.* The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under this contract.
18. Termination Upon Bankruptcy. This contract may be terminated in whole or in part by MDCPS upon written notice to Independent Contractor, if Independent Contractor should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by Independent Contractor of an assignment for the benefit of its creditors. In the event of such termination, Independent Contractor shall be entitled to recover just and equitable compensation for satisfactory work performed under this contract, but in no case shall said compensation exceed the total contract price.
19. Modification or Renegotiation. This agreement may be modified only by written agreement signed by the parties hereto. The parties agree to renegotiate the agreement if federal and/or state revisions of any applicable laws or regulations make changes in this agreement necessary. Modifications shall not be initiated by the Independent Contractor within the last 90 days of the contract period, without prior approval from the Commissioner's Office.
20. Anti-assignment/Subcontracting. Contractor acknowledges that it was selected by the State to perform the services required hereunder based, in part, upon Contractor's special skills and expertise. Contractor shall not assign, subcontract, or otherwise transfer this agreement, in whole or in part, without the prior written consent of the State, which the State may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer of its obligations without such consent shall be null and void. No such approval by the State of any subcontract shall be deemed in any way to provide for the incurrence of any obligation of the State in addition to the total fixed price agreed upon in this agreement. Subcontracts shall be subject to the terms and conditions of this agreement and to any conditions of approval that the State may deem necessary. Subject to the foregoing, this agreement shall be binding upon the respective successors and assigns of the parties.
21. 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.

RFP-009-001

22. E-Payment. Independent Contractor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. MDCPS agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies," which generally provides for payment of undisputed amounts by the MDCPS within forty-five (45) days of receipt of invoice. Mississippi Code Annotated § 31-7-305.
23. E-Verify If applicable, Independent Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008, and will register and participate in the status verification system for all newly hired employees. Mississippi Code Annotated §§ 71-11-1 *et seq.* The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Independent Contractor agrees to maintain records of such compliance. Upon request of the State and after approval of the Social Security Administration or Department of Homeland Security when required, Independent Contractor agrees to provide a copy of each such verification. Independent Contractor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws. The breach of this agreement may subject Independent Contractor to the following:
- (1) termination of this contract for services and ineligibility for any state or public contract in Mississippi for up to three (3) years with notice of such cancellation/termination being made public;
 - (2) the loss of any license, permit, certification or other document granted to Independent Contractor by an MDCPS, department or governmental entity for the right to do business in Mississippi for up to one (1) year; or,
 - (3) both.
- In the event of such cancellations/termination, 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.
24. 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 MDCPS contract website for public access at <http://www.transparency.mississippi.gov>. Information identified by Independent Contractor as trade secrets, or other proprietary information, including confidential vendor information

RFP-009-001

or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes, will be redacted.

- 25. Paymode. Payments by state agencies using the State’s accounting system shall be made and remittance information provided electronically as directed by the State. These payments shall be deposited into the bank account of Independent Contractor’s choice. The State may, at its sole discretion, require Independent Contractor to electronically submit invoices and supporting documentation at any time during the term of this Agreement. Independent Contractor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.
- 26. 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>.
- 27. Trade Secrets, Commercial and Financial. It is expressly understood that Mississippi law requires that the provisions of this contract which contain the commodities purchased or the personal or professional services provided, the price to be paid, and the term of the contract shall not be deemed to be a trade secret or confidential commercial or financial information and shall be available for examination, copying, or reproduction.
- 28. Requirements Contract. During the period of the contract, Independent Contractor shall provide all the service described in the contract. Independent Contractor understands and agrees that this is a requirements contract and that MDCPS shall have no obligation to Independent Contractor if no services are required. Any quantities that are included in the scope of work reflect the current expectations of MDCPS for the period of the contract. The amount is only an estimate and Independent Contractor understands and agrees that MDCPS is under no obligation to Independent Contractor to buy any amount of the services as a result of having provided this estimate or of having any typical or measurable requirement in the past. Independent Contractor further understands and agrees that MDCPS may require services in an amount less than or in excess of the estimated annual contract amount and that the quantity actually used, whether in excess of the estimate or less than the estimate, shall not give rise to any claim for compensation other than the total of the unit prices in the contract for the quantity actually used.

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

DATE

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

DATE

By: _____
Dr. David A. Chandler, Commissioner

RFP-009-001

Mississippi Department of Child Protection
Services

RFP-009-001

ATTACHMENT J

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

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

Name of Business: _____

Address: _____ Post Office Box: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Tax I.D.: _____

SAAS Vendor #s (if known): _____

MINORITY STATUS

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

Applicable Not Applicable

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

Minority Business Enterprise

- A (Asian Indian)
- B (Asian Pacific)
- C (Black American)
- D (Hispanic American)
- E (Native American)

Women Business Enterprise

- M (Asian Indian)
- N (Asian Pacific)
- O (Black American)
- P (Hispanic American)
- Q (Native American)
- R (Other) Non Ethnic Women

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

Business: _____ Certified by: _____

Date: _____ Title: _____ Name Printed: _____

Issue Date March 31, 2002

RFP-009-001

ATTACHMENT K

**2nd Modified Mississippi
Settlement Agreement and
Reform Plan**

(See Mississippi Department of Child Protection Services Website)

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

RFP-009-001

ATTACHMENT L
Formula for Evaluating Cost

1. Company A=\$150,000

Company A=25

2. Company B=\$160,000

Company B=

$150,000/160,000=.9375 \times 25=23.4375$

3. Company C=\$180,000

Company C=

$150,000/180,000=.8333 \times 25=20.8333$

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