MISSISSIPPI DEPARTMENT OF HUMAN SERVICES

Request for Proposals

To Provide SNAP Quality Control Review Assessment and Training

750 North State Street

Jackson, MS 39202

RFP NO. SQC2015

Proposal Submission Deadline:
January 16, 2015, 3:00 P.M.

Contact Person: Cathy Sykes
601-359-4888

Invitation: Written proposals subject to the conditions herein stated and attached hereto, will be received at this office until January 16, 2015, 3:00 P.M. CT 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 a professional consultant. 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 the 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 be 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. ***(Critical)***

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

Procurement Schedule

Task	**Date**
Advertisement Dates for RFP *	Dec 19, 2014; Dec 26, 2014
Receive Questions for Clarification Deadline	Dec 29, 2014, 3:00 p.m. CT
Respond in Writing to Clarification	Jan 5, 2015 @www.mdhs.ms.gov
Mandatory Letter of Intent Deadline**	Jan 9, 2015, 3:00 p.m. CT
Proposals Deadline	Jan 16, 2015, 3:00 p.m. CT
Evaluation of Proposals	Jan 20-22, 2015
Notification to Proposer(s)	Jan 23, 2015
Contract Negotiations	Jan 26-30, 2015
Proposed Period of Performance	Feb 1, 2015 - Jan 31, 2016

Inquiries regarding this Request for Proposal must be directed to:

Cathy Sykes, Director
Division of Field Operations
Mississippi Department of Human Services
750 North State Street
Jackson, MS 39202
(601) 359-4888

Proposals and attachments must be submitted to:

Cathy Sykes, Director
Division of Field Operations
Mississippi Department of Human Services
750 North State Street
Jackson, MS 39202
(601) 359-4888

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.

MDHS
MISSISSIPPI DEPARTMENT OF HUMAN SERVICES

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MISSISSIPPI DEPARTMENT OF HUMAN SERVICES
DIVISION OF FIELD OPERATIONS
750 NORTH STATE STREET
JACKSON, MISSISSIPPI 39202

1.0 Specifications, Terms and Conditions for Professional Consulting Services

1.1 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 Cathy Sykes, Director, Division of Field Operations, Mississippi Department of Human Services, 750 North State Street, Jackson, MS 39202, (601) 359-4888.

1.2 Detailed Specifications:

1.2.1 Scope of Services

MDHS, Division of Field Operations (DFO), is requesting proposals for Supplemental Nutrition Assistance Program (SNAP) Quality Control (QC) training, on-going support for the Division's Quality Assurance (QA) Unit case review efforts, and on-going consultation with the DFO staff.

The goal of this project is to sustain Mississippi's position as a Food and Nutrition Service (FNS) high performing state, thereby remaining competitive for FNS performance bonuses each year. This will be accomplished through the continued development of skills for the quality control staff, by the review of potential error cases as discovered by QA staff, and through continued review and recommendation for updates to Mississippi's SNAP policies, notices, and procedures.

The Contractor will:

Bi-Weekly, have telephone contact with QA staff to coach, case by case, on specific actions recommended to defend each individual case. The contractor will also participate in a conference call presenting potential error cases to DFO staff, identifying strategies for defense, as well as providing opportunities for State policy improvement.

Monthly, actively participate in Error Staffing conference calls. DFO staff will attend a state-wide conference call, discussing error cases, strategy, rules and regulations.

Annually, provide QC training. Three (3) day training, based on findings throughout the year, arbitration decisions, changes to FNS regulations, notices in the Federal Register, training on the Code of Federal Regulations (CFRs), and continued training on interpretation of the FNS-310.

Provide on-going email and telephone discussions with QA, Policy, and Division staff. As the national expert, the Contractor may receive inquiries from many sources within the Division.

Maintain a written and verbal review of past and current FNS arbitration decisions that affect the State's policy and quality control team.

Maintain ongoing discussions with QC and Policy Units to further promote correct case determinations.

Provide consultation with DFO leadership on opportunities/potential challenges of Mississippi's adoption of specific FNS State Options or waivers.

Share QC and Policy successes and strategies of other states with DFO Staff.

1.3 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.

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

3.1 Each successful proposer shall maintain insurance which, at a minimum, shall include the following types of insurance and coverage limits:

General Comprehensive or Professional Liability Insurance – $1,000,000 each occurrence for bodily injury, personal injury, accidental death and property damage, with the State of Mississippi added as an additional insured;

Worker's Compensation – as required by the State of Mississippi; and,

Employee Dishonesty Insurance or Fidelity Bond Insurance with third party liability coverage and with limits of $1,000,000

3.2 Each successful proposer and/or carrier may be required, if applicable, to maintain the following types of insurance with coverage limits as identified and required by the Agency:

Automobile Liability Insurance – covering all vehicles, owned or otherwise, used in the contract work with limits of $1,000,000 for injuries including accidental death to any person and subject to the same limit for each person for any one accident involving two or more persons; and

Automobile Property Damage Insurance – covering all property by vehicle with limits of $1,000,000

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 will be for one (1) year only. A renewal will not be offered.

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 bid, 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 procurement 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 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 Cathy Sykes, 750 North State Street, Jackson, Mississippi 39202 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 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 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.SQC2015,

OR

13.2 Mailing or hand delivering the full proposal and all attachments on a USB Flash Drive labeled with the name of the Proposer and the RFP No. SQC2015.

13.3 Mandatory Letter of Intent

Proposers shall notify MDHS of their intention to submit a proposal under this announcement. The letter of intent must be submitted by January 9, 2015, 3:00 PM CT. This letter of intent can be hand-delivered, mailed to 750 North State Street, Jackson, Mississippi 39202, or emailed to Cathy.Sykes@mdhs.ms.gov. The letter of intent shall include the title of this request for proposals (RFP), 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, phone number, fax number, address and email address.

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 B)**

16.0 Additional Information

Questions about this Request for Proposal must be submitted in writing to Cathy Sykes at 750 North State Street, Jackson, Mississippi 39202. Proposers are cautioned that any statements made by the contract or technical contract 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 (http://www.mdhs.state.ms.us/) in a manner that all proposers will be able to view by January 5, 2015.

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 E and F** - FDVR and PDV Forms, respectively)

18.0 Required Clauses for Procurement

18.1 Acknowledgment of Amendments

Proposers shall acknowledge receipt of any amendment to the solicitation by signing and returning the amendment **(Exhibit I)** 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.

18.2 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.

18.3 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 that such Contractor has/has not *(use applicable word or words)* retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract **(Exhibit D).**

18.4 E-Verification

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.

18.5 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.

18.6 Paymode

Payments by state agencies using the Statewide Automated Accounting System (SAAS) 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.

18.7 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).

18.8 Representation Regarding Contingent Fees

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

18.9 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*.

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.

In order for proposals to be considered responsive, the proposer must meet these minimum prior experience requirements:

1. Provide documentation of successful implementation of a SNAP payment accuracy improvement strategy within the last three (3) years in a minimum of two (2) states. Proposer must provide the name of agencies served, dates and duration of contract.

2. Successful proposer must have five (5) years minimum experience consulting Quality Assessment or Quality Control improvement initiatives.

A proposer's failure to meet these minimum prior experience requirements will cause their proposal to be considered non-responsive and their proposal will be rejected. Evidence of meeting minimum prior experience must be shown in the experience section of the proposer's proposal.

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

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)*** **30 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)*** **25 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)*** **10 Points**

(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. ***(Critical)*** **20 Points**

(5) Cost. A narrative provided (**Exhibit H**) describing the proposed use of funds, cost effectiveness, accurate calculations and itemized budget breakdown of the funded services ***(Important)*** **15 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.

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 bid 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. The agency 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.

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 on or before **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 the MDHS via either U.S. mail, postage prepaid, or by personal delivery. Protests filed after **7 calendar days following award date** will not be considered.

24.0 Proposal Exceptions

Please return the *Proposal Exception Summary Form* **(Exhibit G)** 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 C**. 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.

Exhibit A

Proposal Number: _____(For use by MDHS)

Mississippi Department of Human Services

Division of Field Operations

Proposal Cover Sheet

Name of Organization:_____

DUNS #_____

___Minority-Owned ___Women-Owned ____N/A (For Classification Purposes only)

Date Submitted:_____ Amount of Funding Requested: $_____

<u>Proposer Organization Information:</u>

Name of Organization:_____

Mailing Address:_____

Chief Executive Officer:_____

Phone: (_____)_____ Fax: (_____)_____

Email: _____Organization's Tax ID#:_____

<u>Contact Person for Proposal</u>:

Name:_____Title:_____

Mailing Address:

Phone: (_____)_____Fax: (_____)_____

Email:_____

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

_____ _____

Signature of Authorized Official/Title Date

(No stamped signature)

Exhibit B

Proprietary Information

Did the contractor submit any information to the agency for the _____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.

_____

Signature of Authorized Official/ Title Date

_____

Name of Organization

(No stamped signature)

Exhibit C

Revised 08/2014

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 Division of _____, Mississippi Department of Human Services, 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 _____. MDHS shall have the option to renew this Contract at one (1) year intervals for one (1) year at the same terms and conditions. These one (1) year options to this contract shall end on _____.

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 _____($_____). It is expressly understood and agreed that in no event will the total compensation paid hereunder exceed the specified amount of _____($_____).

B. The Independent Contractor will bill MDHS for its services on a _____ basis. Following the satisfactory completion, as determined by MDHS, of its (daily, weekly, bi-monthly, monthly, etc.) 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.

C. PAYMODE: Payments by state agencies using the Statewide Automated Accounting System

(SAAS) 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 submit invoices and supporting documentation electronically, 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.

D. 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," Mississippi Code Annotated 31-7-301, et. Seq., which generally provides for payment of undisputed amounts by MDHS within forty-five (45) days of receipt of invoice.

6. Relationship of Parties.

A. It is expressly understood and agreed that MDHS enters into this Contract with Independent Contractor on a purchase of service basis and not on an employer-employee relationship basis. Nothing contained herein shall be deemed or construed by MDHS, the Independent Contractor, or any third party as creating the relationship of principal and agent, partners, joint venturers, or any similar such relationship between MDHS and the Independent Contractor. Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any acts of MDHS or the Independent Contractor hereunder, creates or shall be deemed to create a relationship other than the independent relationship of MDHS and the Independent Contractor.

B. Independent Contractor represents that it has, or will secure, at its own expense, applicable personnel who shall be qualified to perform the duty required to be performed under this Contract.

C. Any person assigned by Independent Contractor to perform the services hereunder shall be the employee of Independent Contractor, who shall have the sole right to hire and discharge its employee. MDHS may, however, direct Independent Contractor to replace any of its employees under this Contract. If Independent Contractor is notified within the first eight (8) hours of assignment that the person is unsatisfactory, Independent Contractor will not charge MDHS for those hours.

D. It is further understood that the consideration expressed herein constitutes

full and complete compensation for all services and performances hereunder, and that any sum due and payable to Independent Contractor shall be paid as a gross sum with no withholdings or deductions being made by MDHS for any purpose from said Contract sum.

E. Independent Contractor shall pay when due all salaries and wages of its employees, and it accepts exclusive responsibility for the payment of Federal Income Tax, State Income Tax, Social Security, Unemployment Compensation and any other withholdings that may be required.

7. Termination for Cause. If, through any cause, Independent Contractor fails to fulfill in a timely and proper manner, as determined by MDHS, its obligations under this Contract, or if Independent Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, MDHS shall thereupon have the right to terminate the Contract by giving written notice to Independent Contractor of such termination and specifying the effective date thereof at least five (5) days before the effective date of such termination. In the event of such termination, Independent Contractor shall be entitled to receive just and equitable compensation for satisfactory work completed on services or documents or materials collected

and/or prepared by Independent Contractor in connection with this Contract. Such compensation shall be based upon the fees set forth in Paragraph 5, but, in no case, shall said compensation exceed the total Contract price.

Notwithstanding the above, Independent Contractor shall not be relieved of liability to MDHS for damages sustained by MDHS by virtue of any breach of this Contract by Independent Contractor, and MDHS may withhold any payments to Independent Contractor for the purpose of set off until such time as the exact damages due to MDHS from Independent Contractor are determined.

8. **Termination for Convenience of MDHS.** MDHS may terminate this Contract at any time by giving written notice to Independent Contractor of such termination and specifying the effective date thereof at least five (5) days before the effective date of such termination. Independent Contractor shall be paid an amount which bears the same ratio to the total compensation as the services actually and satisfactorily performed bear to the total services of Independent Contractor covered by the Contract, less payments of compensation previously made.

9. Ownership of Documents and Work Products. All data collected by Independent Contractor and all documents, notes, programs, data bases (and all applications thereof), files, reports, studies, and/or other material collected and prepared by Independent Contractor in connection with this Contract shall be the property of MDHS upon completion of this Contract or upon termination of this Contract. MDHS hereby reserves all rights to the data base and all applications thereof and to any and all information and/or materials prepared under this Contract.

The Independent Contractor is prohibited from use of the above described information and/or materials without the express written approval of MDHS.

10. Record Retention and Access to Records. Independent Contractor shall maintain, and make available to MDHS, any State agency authorized to audit MDHS, the federal grantor agency, the Comptroller General of the United States or any of their duly authorized representatives, financial records, supporting documents, statistical records, and all other records pertinent to the services performed under this Contract. These records shall be maintained for at least three (3) years; however, if any litigation or other legal action, by or on behalf of the state or federal government has begun that is not completed at the end of the three-year period, or if audit finding, litigation, or other legal action has not been resolved at the end of the three-year period, the records shall be retained until resolution.

11. Modification or Amendment. Modifications, changes, or amendments to this Contract may be made upon mutual agreement of the parties hereto. However, any change, supplement, modification, or amendment of any term, provision, or condition of this Contract must be in writing and signed by both parties hereto.

12. Assignments and Subcontracts. Independent Contractor shall not assign, sublet, or otherwise transfer the obligations incurred on its part pursuant to the terms of this Contract without the prior written consent of MDHS. Any attempted assignment or transfer of its obligation without such consent shall be wholly void.

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

14. Availability of Funds. It is expressly understood and agreed that the obligation of MDHS to proceed under this Contract is conditioned upon the availability of funds, the appropriation of funds by the Mississippi Legislature, and the receipt of state and/or federal funds. If, at any time, the funds anticipated for the fulfillment of this Contract are not forthcoming or are 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 MDHS for the performance of this Contract, MDHS shall have the right, upon written notice to Independent Contractor, to immediately terminate this Contract without damage, penalty, cost, or expense to MDHS of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

15. Price Adjustment.

A. Price Adjustment Methods. The Contract price may be changed only by written agreement of the parties. The value of any work covered by any claim for increase or decrease in the Contract Price shall be determined by one or more of the following methods:

(1) Unit prices, if any, previously approved by the parties and specified in this Contract; or

(2) MDHS may, at any time by written order, make changes in the specifications within the general scope of this Agreement. If any such change causes an increase in the amount due under this Contract or in the time required for performance under this Agreement and if MDHS decides that the change justifies an adjustment to the Contract, an equitable adjustment in the Contract may be made by written modification of this Agreement.

No charge for any extra work or material will be allowed unless the same has been provided for by written amendment to this Contract signed by both parties.

B. Submission of Cost Pricing Data. The 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 Procurement Regulations.

16. Indemnification. MDHS shall, at no time, be legally responsible for any negligence or wrongdoing by the Independent Contractor and/or its employees, servants, agents, contractors, and/or subcontractors. Independent Contractor agrees to indemnify, defend, save and hold harmless MDHS from and against all claims, demands, liabilities, suits, damages, and costs of every kind and nature whatsoever, including court costs and attorney's fees, arising out of or

caused by Independent Contractor and its employees, agents, contractors, and/or subcontractors in the performance of this Contract.

17. Insurance. Independent Contractor represents that it will maintain workers' compensation insurance 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.

18. 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. The Independent Contractor shall comply with applicable federal, state and local laws and regulations.

19. 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.

20. Certification of Independent Price Determination. The bidder 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 bidder or competitor relating to those prices, the intention to submit a bid, or the methods or factors used to calculate the prices bid.

21. Representation Regarding Gratuities. The Independent Contractor represents that neither it nor any officer, employee, agent, subcontractor or other representative of the Independent Contractor has violated, or is 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 Procurement Regulations.

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

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

24. Stop Work Order.

A. Order to Stop Work. The _____, may, by written order to the

Independent Contractor at any time, and without notice to any surety, require the 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 the 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, the Independent Contractor shall forthwith comply with its terms and take all 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 Cause" 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, the Independent Contractor shall have the right to resume work. An appropriate adjustment may be made in the delivery schedule or Independent Contractor's price, or both. If the stop work order results in an increase in the time required for, or in the Independent Contractor's cost properly allocable to, the performance of any part of this Contract and the Independent Contractor asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage, an equitable adjustment in the Contract may be made by written modification of this Contract. If MDHS decides that the need justifies the requested adjustment, a modification will be made as provided by Section 11, Modification or Amendment, of 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 cause or convenience, the Independent Contractor may be paid the agreed upon price for any completed deliverable or service not previously tendered to MDHS, provided that MDHS accepts any such deliverable or service; or Independent Contractor may be paid an amount which bears the same ratio to the total compensation as the services actually and satisfactorily performed bear to the total services of Independent Contractor covered by the Contract, less payments of compensation previously made.

D. Adjustment 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.

25. <u>Disputes</u>. 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 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 not supported by substantial evidence.

26. **Compliance with Laws.** The Independent Contractor understands that the State 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 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.

27. **Confidentiality.** Independent Contractor shall treat all State data and information to which it has access under this Contract as confidential information to the extent that confidential treatment of same is required under federal and state law and shall not disclose same to a third party without specific written consent of the State. In the event that Independent Contractor receives notice that a third party requests divulgence of confidential or otherwise protected information and/or has served upon it a subpoena or other validly issued administrative or judicial process ordering divulgence of confidential or otherwise protected information, Independent Contractor shall promptly inform the State and thereafter respond in conformity with such subpoena as required by applicable state and/or federal law, rules, and regulations. The provision herein shall survive termination of the Contract for any reason and shall continue in full force and effect and shall be binding upon the Independent Contractor and its agents, employees, successors, assigns, subcontractors, or any party claiming an interest in the Contract on behalf of, or under, the rights of the Independent Contractor following any termination.

28. **E-Verify.** Independent Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act, Mississippi Code Annotated 71-11-1 and 71-11-3, and will register and participate in the status verification system for all newly hired employees. 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 and, upon request of the State, to provide a copy of each such verification to the State. Independent Contractor further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. Independent Contractor understands and agrees that any breach of these warranties may subject Independent Contractor to the following: (a) termination of this Agreement 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, or (b) the loss of any license permit, certification or other document granted to Independent Contractor by an agency, department or governmental

entity for the right to do business in Mississippi for up to one (1) year, or both. In the event of such termination/cancellation, Independent Contractor would also be liable for any additional costs incurred by the State due to contract cancellation or loss of "license or permit."

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

30. **Entire Agreement**. It is understood and agreed that this Contract and the documents listed below constitute the entire understanding of the parties with respect to the subject matter contained herein and supersede and replace any and all prior negotiations, understandings and agreements, written or oral, between the parties relating thereto. The entire agreement made by and between the parties hereto shall consist of, and precedence is hereby established by the order of, the following documents incorporated herein:

1. This Contract signed by the parties herein and any Exhibits attached hereto;

2. The Request for Proposals or Invitation for Bids and the Written Clarifications or Answers provided by MDHS, dated _____.

(Note: if applicable.)

3. The documents are complementary, and what is required by one shall be binding as if required by all. A higher document shall supersede a lower order document to the extent necessary to resolve any conflict or inconsistency arising under the various provisions thereof; provided, however, that in no event an issue is addressed in one of the above-mentioned documents but is not addressed in another of such documents, no conflict or inconsistency shall be deemed to occur by reason thereof. The documents listed above are shown in descending order or priority, that is, the highest document begins with the first listed document ("1. _____") and the lowest document is listed last (3. _____").

31. **Transparency.** This contract, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983", codified as section 25-61-1 et seq., Mississippi Code Annotated and exceptions found in Section 79-23-1 of the Mississippi Code Annotated (1972, as amended). In addition, this contract is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008 (MATA) codified as Section 31-7-13 of the Mississippi Code Annotated (1972, as amended). Unless exempted from disclosure due to a court-issued protective order, this contract is required to be posted to the Department of Finance and Administration's independent agency contract website for public access. Prior to posting the contract to the website, any information identified by the 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.

32. **<u>Notice</u>.** Any notice required or permitted to be given under this Contract shall be in writing and sent by United States Certified Mail, Returned Receipt Requested to the party to whom the notice should be given at the address set forth below:

MDHS: Richard Berry, Executive Director
Mississippi Department of Human Services
P.O. Box 352
Jackson, Mississippi 39205

INDEPENDENT CONTRACTOR'S NAME: Representative's Name
Title
Address

IN WITNESS WHEREOF, this Contract has been made and interchangeably executed by the parties hereto in duplicate originals.

Witness my signature this, the _____day of _____, 2015.

MISSISSIPPI DEPARTMENT OF HUMAN SERVICES

BY: _____

Signature

TITLE: Executive Director

WITNESSES:

_____

_____

Witness my signature this, the ____ day of _____, 2015.

INDEPENDENT CONTRACTOR'S NAME

BY: _____

Signature

Printed Name: _____

TITLE: _____

WITNESSES:

_____

_____

Exhibit D

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 E

FEDERAL DEBARMENT VERIFICATION REQUIREMENT

MISSISSIPPI DEPARTMENT OF HUMAN SERVICES

DIVISION OF _____

_____, hereby certifies that _____
Contractor's Authorized Official Contractor's

_____ is not on the list for federal debarment on www.sam.gov – System
Name

for Award Management (SAM). If _____is placed on the
Contractor's Name

federal debarment list, _____ shall notify the
Contractor's Authorized Official

appropriate funding division(s) of the Mississippi Department of Human Services

(MDHS) within 24 hours (Monday-Friday). Further, MDHS, Division will

immediately terminate the subgrant(s)/contract(s) between MDHS, Division of

_____ and _____.
Contractor's Name

_____
Authorized Official's Typed Name/Title

_____
Signature of Authorized Official Date

_____
Witness

_____
Witness

Exhibit F

MISSISSIPPI DEPARTMENT OF HUMAN SERVICES

DIVISION OF FIELD OPERATIONS

PARTNERSHIP DEBARMENT VERIFICATION

_____, hereby certifies that all entities who are in partnership with
Contractor's Name
MDHS (subcontractors, subrecipients, et al.) are not on the list for debarment found in the Excluded Parties List System (EPLS), now known as System for Award Management (SAM). 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 subgrant and modification to the Division of Field Operations. _____also understands that if an entity that we are in partnership with is on SAM, we will immediately terminate our agreement with the subcontractor, subrecipient, et al.

_____
Authorized Official's Typed Name/Title

_____
Signature of Authorized Official Date

_____
Witness

_____
Witness

Exhibit G

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 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.**

Exhibit I

Acknowledgement of Amendment to RFP No.

I, _____, acknowledge that RFP No. has been amended to include the Authorized Official's Name

following:

_____

_____

_____

_____

I, _____, understand that proposals will only be accepted from
Authorized Official's Name

proposers who submit this acknowledgement.

_____
Name of Company

_____
Authorized Official's Typed Name/Title

_____
Signature of Authorized Official Date

(No stamped signature)

This acknowledgement should be enclosed in accordance with the instructions located in the RFP.