

**STATE OF MISSISSIPPI  
DEPARTMENT OF HUMAN SERVICES**

**REQUEST FOR PROPOSALS**

**Mississippi Early Childhood Service  
System #ECSS2014**

**Release Date  
February 3, 2014**

**Deadline for Submission of Proposals  
April 15, 2014**

**Division of Early Childhood Care and Development  
750 North State Street  
Jackson, Mississippi 39202**

# Table of Contents

SECTION I. INTRODUCTION .....	3
SECTION II - RFP PROCESS .....	18
SECTION III - PROPOSAL FORMAT .....	26
SECTION IV - EVALUATION AND AWARD CRITERIA .....	34
SECTION V: SUBGRANT TERMS AND PROVISIONS .....	40
EXHIBIT A.....	56
EXHIBIT B.....	59
EXHIBIT C.....	69
EXHIBIT D.....	73
EXHIBIT E.....	75
EXHIBIT F .....	77
EXHIBIT G.....	79
EXHIBIT H.....	81
EXHIBIT I.....	84

## **SECTION I. INTRODUCTION**

The purpose of this Request for Proposals is to solicit proposals from interested parties who can demonstrate a collaborative effort to provide services for families with young children and child care providers across the state.

The Mississippi Department of Human Services (MDHS), Division of Early Childhood Care & Development (DECCD) is dedicated to streamlining and expanding existing services to families and children. In 2011, DECCD administration participated with other early childhood professionals and stakeholders in the creation of a system of early childhood service delivery. The resulting System offered specialized support in a variety of areas through a single point of entry.

It is the intent of DECCD to align all funded services for quality enhancement and improvement into a single System or network of care comprised of a collaboration of agencies and organizations offering expertise and experience in training, technical assistance, professional development, child care quality rating and assessment, child assessment, child nutrition and physical activity, parenting support, atypical child developmental needs, and community engagement. Currently, these services are offered through several programs with various subgrantees. DECCD is seeking consolidated proposals from a collaboration of entities who can demonstrate a clear intent to offer all of these services in a single network through true partnership. While proposals may include one or more investigators, one agency shall be designated as the principal investigator/fiscal agency. All proposals submitted should pay great attention to detail and successfully demonstrate the ability to offer the requested network of services as a single entity, rather than a collection of separate programs. Consumers will be referred to the System as opposed to individual programs.

### **Eligible Proposers**

Any collaboration of parties meeting the requirements for professional experience and education outlined in this document are eligible to apply for funding. Parties interested in submitting proposals will be required to partner with subject matter experts in order to develop the System outlined in this document. Requirements for education and experience are described in the following section titled, Description of Services, and should be considered mandatory by all proposers.

### **Description of Services**

Components are divided into two categories: System Supports and System Services. Categories are equally necessary in the creation of a strong System and no component of either should be considered more or less important than the others. Required program elements are identified in each of the category descriptions. Upon notification of funding the awardee shall provide each of the required elements as agreed upon by proposer and DECCD for the entire award period.

In addition to the information contained below in Categories 1 and 2 and all other sections of this document containing required elements, proposers shall describe their ability to comply with the following:

- A. Attend all meetings, webinars, and conference calls as requested by DECCD. Communication with DECCD is imperative to ensuring the successful implementation of this System. Proposers will be required to describe their ability participate in frequent progress meetings with DECCD staff. Proposers shall describe their ability to meet with DECCD and System partners with the use of technology, including video conferencing, conference calls, and webinars. In addition, Proposers shall describe their capacity to locate and host regular in-person meetings with System Administration and Supervisors as well as all System employee staff members.
- B. Adhere to the following notes on printed or electronic materials: 1.) DECCD shall give prior approval on all media contact and all published materials prior to dissemination, and 2.) MDHS logo shall be placed on all media and published materials including but not limited to brochures, posters, and training booklets that are purchased with DECCD funds.
- C. Describe the ability to ensure that all staff shall submit to FBI fingerprinting and the Mississippi Child Abuse and Neglect Central Registry Check.
- D. Describe the internal controls and processes in place to ensure overall program integrity. DECCD is dedicated to ensuring this System is effective in offering high quality services to clients, including excellent customer service. Proposers shall describe their ability to and experience with designing and enforcing a plan that accomplishes these goals. Proposers shall provide an outline of this plan. Special focus should be given to staff evaluations, aligning staff positions with demonstrated skills, processes for supervisors regarding employee performance, and the process to terminate employees, when needed. In addition, special attention should be given to the processes in place that will allow for the highest level of fiscal responsibility by the Proposer.
- E. Describe proposer's ability to meet all objectives and contract expectations as described in the subgrantee's proposal as well as those that may be determined by DECCD. Responses to this item shall include acknowledgement that failure to meet all performance targets and contract expectations can be grounds for revision of the contract whereby current funding is reduced and can affect future consideration for funding. If 80% of the target for program implementation as set in the contract is not achieved, a performance enhancement action plan may be required. If the performance enhancement plan is inadequate, the subgrantee is unresponsive, or if performance does not improve after performance enhancement plan implementation, contract termination will be considered.
- F. Describe proposer's ability to operate all involved components as a cohesive and responsive network of services. System infrastructure is of critical importance. Proposers shall present a plan to provide appropriate staff to create and implement an effective organizational structure to support the system of quality child care in Mississippi.

- G. Provide job descriptions/qualifications for each position included in proposer's proposed infrastructure. DECCD believes that education and professional development of System employees will support the provision of high quality services. Proposers shall provide a plan to ensure that a minimum of 80% of Professional Development (PD), Training and Technical Assistance (TTA) staff hold a Bachelor's degree in Early Childhood Education/Development by the end of funding year four. Proposers should provide the number of staff that hold a Bachelor's degree in Early Childhood Education/Development in their proposal along with proof that any PD and TTA service staff without this degree have agreed to complete a Bachelor's degree in Early Childhood Education/Development by the end of funding year five. Proposers should consider this applicable to a minimum of 80% of PD and TTA service staff. Any staff member holding a Bachelor's degree in a field other than Early Childhood Education/Development should be submitted for approval by DECCD. DECCD will consider approval of employees with a strong history of demonstrated ability to successfully provide PD and TTA services in combination with a Bachelor's degree in a related field.
- H. Describe proposer's ability to utilize the DECCD data collection and evaluation system, known as WELS. WELS will be used as the primary data collection tool for all System activities. Because DECCD owns all data related to System operations, no other data collection system/program may be used by proposers for the purposes of collecting or storing data gathered through this funding. At the time of RFP publication, it remains necessary to use the Brannagh Environment Rating Scale (ERS) Data Collection System; however this is the only exception to this requirement. No data related to System operations may be released without written permission from DECCD.

### **Category 1: System Services**

Each of the elements described below is related to items necessary to support the operations of the System as a whole. Proposers shall create and provide: 1.) timelines of all dates for planning and implementation of each individual System component; and 2.) a single master timeline of events for the entire proposal.

#### **I. Early Learning**

Services described in this component are requested to provide support to early learning educators and administrators with tools to create and successfully implement quality learning environments for young children of all abilities. Upon contract initiation, staff for services offered in this section should adhere to educational guidelines indicated in **Item G** above, except for business advisors who shall hold a business/marketing degree.

##### **A. Professional Development**

Proposers will provide a plan for developing and implementing a statewide system of professional development, including leadership development for child care program administrators, and credentialing to child care providers. Services will assist child care providers in obtaining a CDA credential as well as a state and/or national child care director professional credential. In addition, proposers shall develop and implement a 40

hour certification program for teachers and for directors working with children with special needs. This certification shall be a combination of training and on-site technical assistance. Training and technical assistance topics shall include, but not be limited to behavior management, accommodations, resources/referrals, parental involvement, developmentally appropriate planning, social/emotional development, etc. Program success is measured through the use of an evidence-based assessment tools and evaluations. Please see below for additional required program elements. To successfully address this key component, proposers shall:

1. identify target audience for program, including a description of how statewide implementation will be achieved.
2. provide a clear statement of goals and program outcomes for the program. Goals and outcomes shall be measurable.
3. describe the methods and materials to be used for recruiting and retaining program participants.
4. provide a detailed description of how professional development will be provided, including plans for developing program curriculum or updating current curriculum in use, if applicable.
5. describe how professional development of staff will be delivered, including frequency and dosage.
6. describe the number of providers served by this proposal.
7. describe the of use of evidence-based assessment tools to be used to measure progress by participants.
8. description of proposer's method for ensuring data integrity.

B. Training and Technical Assistance.

Proposers will provide a plan for developing and implementing a statewide program offering on-site training and technical assistance in child care settings to child care providers. Proposers shall address the quality of child care that is provided in a licensed child care settings and child care that is provided in an individual's home which is not the residence of children for which care is provided, including children with special needs. Program success is measured by increased ERS scores. This component shall address the quality of child care that is provided to a group of young children which includes children with special needs. Please see below for additional required program elements. To successfully address this key component, proposers shall:

1. provide training to early childhood educators/program administrators by:
  - i. developing all curriculums for training sessions that will enable participants to satisfy requirements for success in the Mississippi Quality Stars program.
  - ii. offering trainings that will provide child care center staff, child care center directors, in-home providers and other child care professionals with tools to promote quality early childhood settings and experiences for children and families.
  - iii. offering training opportunities in a variety of formats including but not limited to off-site group trainings, on-site group trainings, distance learning trainings, and online coursework.
  - iv. offering trainings to child care center staff, in-home providers and other interested early care and education professionals and parents.
  - v. offering multi-level courses that advance with the needs of the learning audience.
2. respond to all parent requests within 48 hours.
3. maintain log of all parent requests and responses by Mississippi Child Care Resource & Referral Network staff.
4. offer a minimum of 20 training sessions per quarter at various times and places throughout the State.
5. provide training throughout the entire contract period.
6. offer trainings which are offered at various times and places in order to serve the widest possible audience.
7. produce and disseminate the availability of training throughout the state.
8. provide trainings which include information related but not limited to:
  - i. Early Learning Guidelines and Program/Content Standards/Common Core.
  - ii. Early Childhood Environment Rating Scales-Revised (ECERS-R), ECERS-R Social Emotional subscale.

- iii. Infant Toddler Environment Rating Scale-Revised (ITERS-R), ITERS-R Social Emotional subscale.
  - iv. School Age Environment Rating Scale-Revised (SACERS).
  - v. Family Care Provider Environment Rating Scale (FCCERS).
  - vi. planning for emergencies and preparedness at least every other month.
  - vii. these requirements and session topics may change with advance notice to contractor by DECCD.
  - viii. provide financial literacy/business development training for child care providers.
9. utilize staff with expertise in child care and early childhood education to provide the following services to centers and providers:
- a. classroom observation and modeling to support appropriate practice.
  - b. staff and director consultation related to meeting quality improvements especially those linked to the Environment Rating Scales (ERS) and the child care quality rating and improvement system (QRIS).
  - c. training, observation, and feedback to providers specifically related to ERS.
10. develop a plan for implementing on-site technical assistance and outreach statewide.
11. be available to visit a child care provider for on-site technical assistance within 48 hours of request.
12. be required to complete a written report at the conclusion of each visit. Reports will be completed in the data collection system provided by DECCD.
13. be required to collect information and report monthly on project activities.
14. provide sufficient qualified staff to hold the following positions to include but not be limited to:
- a. program director, consumer education and referral specialist, data/technology specialist, training/technical assistance specialist, ERS liaison. All staff will be

subject to the same requirements and expectations as DECCD staff regarding confidentiality, professionalism, customer service, and ethics.

15. continue the professional development of its staff by offering ongoing professional development activities that increase knowledge of the early childhood field such as state level conferences and/or attending higher education classes.

### C. Allies for Quality Care Model

Since 2010 DECCD has funded a comprehensive service model pilot program to determine what supports can help increase provider quality, increase nutrition and physical activity, and support business sustainability. The primary services within the scope of work include: (1.) assessment of existing conditions in participating centers/classrooms, (2.) technical assistance to classrooms using an evidenced-based model and documented successful delivery system, (3.) technical assistance to program management that will result in the improvement in the business practices of participating centers, (4.) technical assistance to directors and kitchen staff that will improve the nutritional quality of the meals and snacks served to children in the participating centers/classrooms, (5.) coaching services to program management to support the transference of knowledge into practice, (6.) education and training to parents to support increased understanding of the importance of quality early childhood experiences for their children, and (7.) utilization and enhancement of the existing technology communication system for record keeping and sharing. Proposers shall continue to provide services as this model is currently operating to ensure consistency with pilot analysis and reporting. To successfully address this key component, proposers shall:

1. provide a program designed to produce the following outcomes: (1.) improve the learning environment in each classroom, as evidenced by improved ITERS/ECERS scores, (2.) improve the nutritional quality of food provided to children, as evidenced by menus and shopping plans approved by a nutrition specialist, and (3.) develop an appropriate operating budget for the program, including the identification and implementation of available cost-savings measures.
2. provide a mentor to the child care center to conduct a needs assessment and complete an overview of the ITERS/ECERS evaluation. Based on the results of the needs assessments and evaluations, mentors will order materials needed, and document recommended training. The mentors will assist teachers at child care centers with hand washing techniques, instruction on the appropriate implementation of needed materials for higher ITERS/ECERS scores and developmentally appropriate and effective room arrangement and management.
3. provide the same mentor to the child care center to serve all classrooms and the director with technical assistance. The mentor will offer technical assistance to teachers in the classroom related to proper utilization and

implementation of classroom materials, appropriate interaction with children and parents, room arrangement and the design of learning centers to name a few topics. The mentor will be placed at the center for a time period of at least 40 hours per classroom. More time should be spent in classrooms with lower ITERS/ECERS scores. The mentor should provide the director with a plan to support the technical assistance provided. The mentor will provide the centers with a six month checkup, including but not limited to ITERS/ECERS reevaluation.

4. provide a nutrition specialist to each center for 6 hours per month to assist the director and food service staff with menu planning and food purchasing strategies. Proposer shall use the Nutrition and Physical Activity Self-Assessment for Child Care, NAP SACC (<http://gonapsacc.org/>) with all programs. Proposers shall provide staff trained in NAP SACC, and who are considered reliable by the assessment developers. Proposers shall require that participating providers enroll in the USDA Child and Adult Care Food Program, or CACFP, (<http://www.fns.usda.gov/cacfp/child-and-adult-care-food-program>) and work with providers to implement Color Me Healthy (<http://colormehealthy.com>) within classrooms.
5. assign a business advisor to assist the director/owner with the evaluation of the center's financial stability. Evaluation of fiscal management will include the use of the Program Administration Scale (PAS). More information about the PAS can be found at: <http://mccormickcenter.nl.edu/program-evaluation/program-administration-scale-pas/>. Upon completion of the business evaluation, the business advisor will assist the director/owner in developing cost saving methods to enable the business to function efficiently. The business advisor will work with the center director for a minimum of 80 hours, depending on the center need.
6. develop a strategy to increase parental and community involvement as evidenced by ratings on the Program Administration Scale (PAS).
7. 15-20 licensed child care centers will have the ability to participate in each cohort. If more centers apply than can be served in a cohort, a waiting list should be created. Each center will sign a Memorandum of Understanding (MOU). The MOU shall include the following statements:
  - i. The center shall enroll in the QRIS within one month after the technical assistance is completed if not already enrolled.
  - ii. The director agrees to have the business advisor work with them to set up a business plan and review their budget to determine if they can save money/be more effective in their budgeting.

- iii. The director agrees to be on-site for the duration of the program day every day and not manage several centers or maintain another job preventing their presence during the program.
  - iv. The director agrees that they will reinforce the technical assistance given to teachers after the technical assistants complete their work.
  - v. If QRIS evaluation reveals that they have sold or disposed of the equipment/materials or have not reinforced the technical assistance with teachers so that the average ITERS and ECERS score is at a minimum of a three, the materials are to be returned or the cost of materials will be recouped.
8. Participants in the Allies for Quality Care pilot program shall be selected based on their approval status with the Mississippi Child Care Payment Program. In addition, all programs must be in good standing with the Mississippi Department of Health, Division of Child Care Licensure. NOTE: Centers participating in the Mississippi Building Blocks program and Head Start Centers are not eligible to participate.

#### D. Child Care Quality Rating

This component of the System will provide a combination of the current voluntary QRIS for out of home, licensed child care settings expanded to include programs that care for school age children as well as programs providing child care that is provided in an individual's home which is not the residence of children for which care is provided statewide. To successfully address this key component, proposers shall:

1. identify target audience for program, including a description of how statewide implementation will be achieved.
2. provide a clear statement of goals and outcomes for the program. Goals and outcomes shall be measureable.
3. develop a description of staff qualifications, job duties and lines of supervision. Description of the number of providers served by proposed program.
4. provide a description of use of evidence-based assessment tools, specifically the ECERS, FCCERS, ITERS, and SACCERS to be used to measure progress by participants.
5. provide a description of how program will collaborate with the other components described in this document in order to maximize resources.

6. provide a description of proposer's method for data collection and ensuring data integrity. Shall include plans to use the ERS Data System. Information on this system can be found at [www.ersdata.com](http://www.ersdata.com).
7. state acknowledgement that no other entity shall employ, subsidize, or otherwise pay for any System partner or employee for the purposes of evaluating the quality of classrooms to obtain a star/quality rating.

NOTE: As of the date of publication of this document, the current QRIS system is being evaluated by an outside entity. Proposers must describe their ability to incorporate any changes to QRIS at the request of DECCD based on the results of this evaluation.

## II. Health, Mental Health & Nutrition

Services described in this component are requested to provide services related to child health and mental health, and child nutrition. Staff for services offered in this section should hold a health-related degree, with the exception of the child assessment team where a degree in Early Childhood Education/Development is required.

### A. Child Assessments

This component of the System will involve formal assessments of child development. DECCD believes that formal assessments will provide valuable information to be used in designing ongoing interventions to support healthy development of young children across the developmental domains. To successfully address this key component, proposers shall:

1. identify and train staff to successfully conduct the Brigance Early Childhood Screens for both 0-35 months and 3-5 years with all children enrolled in centers participating in the Allies for Quality Care pilot and in-home providers participating in the technical assistance program and pilot QRIS. Child screening shall begin no later than the initiation of the 2<sup>nd</sup> contract year. Additional information about the Brigance screeners can be located at: <http://www.curriculumassociates.com/products/detail.aspx?title=BrigEC-Screens>.
2. develop and submit a plan for conducting child assessments using the Brigance Early Childhood Screens for both 0-35 months and 3-5 years with a broader scope by the end of the 2<sup>nd</sup> contract year. Implementation of this plan shall begin with the initiation of the 3<sup>rd</sup> contract year.

### B. Nutrition Advisors/CACFP Support

This component of the System will involve the provision of support to child care programs to support the planning of nutritionally valuable menus and increase participation in the Child and Adult Care Food Program (CACFP). To successfully address this key component, proposers shall:

1. provide staff to support child care programs in planning and implementing nutritious, cost-effective menus that meet requirements for the CACFP and Mississippi Department of Health, Division of Child Care Licensure.
2. provide staff to support providers with applying for and complying with CACFP requirements.
3. describe processes involved in outreach and engagement of providers with this service.

#### C. Health & Mental Health Resources

This component of the System will involve the identification of local community resources available to provide medical, oral, vision, hearing, and mental health services. To successfully address this key component, proposers shall:

1. identify service providers in the community offering medical, oral, vision, hearing, and mental health services.
2. maintain a current list of service providers at each Mississippi Child Care Resource & Referral Network (MSCCR&R) site and with staff answering toll free information line so that information can be provided to parents upon request.

### III. Family Support

Services described in this component are requested to provide education and support services to families throughout the state. Staff for services offered in this section should hold a degree in Child & Family Studies. In addition, supervisors must be designated as Certified Family Life Educators by the National Council on Family Relations, or meet criteria to receive this designation within the first six months of contract initiation. Additional information about this certification can be found at <http://www.ncfr.org/cfle-certification>.

#### A. Parenting Education

This component of the System will involve the provision of parenting education. To successfully address this key component, proposers shall:

1. identify parenting curriculums to be offered statewide. Proposers shall describe the curriculum selection process and reasons why these curriculums are the best fit for a variety of families.
2. develop a needs assessment of local family/juvenile court jurisdictions and local MDHS Child & Family Services offices to determine if parenting classes for offending parents is needed in the community. Needs assessment shall be completed no later than six months after contract initiation.
3. develop a plan for addressing information obtained through the needs assessment process.

4. describe how participants will be recruited for these services.

#### B. Parent Resources

This component of the System involves the provision of parenting resources. To successfully address this key component, proposers shall:

1. develop a needs assessment of parents to determine what resources are most needed. Resources can be both informational such as recommendations for feeding infants and toddlers, to materials for the Resource and Referral Centers. Needs assessment shall be completed no later than six months after contract initiation.
2. describe how parent resource staff will be included in decisions about Resource & Referral inventory.

#### C. Parent/Teacher Conference Facilitators

This component of the System involves the provision of staff to support parents and providers throughout the parent-teacher conference processes. To successfully address this key component, proposers shall:

1. make staff available to child care programs to support the completion of regular parent-teacher conferences. Staff members should support providers in developing forms and communications for use by teaching staff and be available to participate in conferences as requested by parents and child care educators.
2. describe how staff will engage in outreach regarding the provision and availability of this service.
3. describe how these services will be made available to parents and child care programs.

### **Category 2: System Supports**

Each of the elements described below is related to items necessary to support the operations of the System as a whole. Proposers shall create and provide: 1.) timeline of all dates for planning and implementation of each individual System component; and 2.) a single master timeline of events for the entire proposal.

#### A. Infrastructure

Due to the large scale of services offered through this System, infrastructure is needed to ensure quality service delivery. Proposers shall provide a visual representation of their System infrastructure and organizational chart. A sample System infrastructure is provided in Exhibit I.

#### B. Consumer Contact Processes

This component of the System involves public access to the System. To successfully address this key component, proposers shall:

1. provide a single toll free number for parents, providers, and stakeholders to utilize to request information and System services.
2. describe plans to develop a website with DECCD that provides information pertaining to all services provided by the System. This website should serve as a single point of entry for clients. The website shall allow for parents, providers, and child care givers to enter information regarding needed services. Online applications and registration processes will be integrated into website functionality through the continuation of current DECCD efforts. This site should be completed and fully functioning no later than the 6th month of the first funding year. Proposers shall also describe the process to be used to ensure all requests are evaluated and all applicable System service components are referred for assistance.
3. describe a thorough communication plan developed to advertise and educate consumers about the contract processes and System services.

#### C. Credentialing of Trainers and Technical Assistants

The intent of this System is to serve families and early childhood educators across Mississippi through a variety of services. Training and technical assistance comprises a large portion of the service provided by this proposed System. DECCD believes that consistency supports quality customer service, and that equitable training of personnel supports service consistency. To successfully address this key component, proposers shall:

1. describe the development of a credential for those personnel who serve as trainers and those who serve as technical assistants.
2. describe the pedagogical framework that will be used as a foundation for the credentialing process.
3. describe the expertise of the writing team. Writers should have experience in early childhood education-including early intervention and inclusion, adult education practices, and technical assistance.
4. identify staff responsible for providing the credential training and how they will be monitored to ensure compliance with the identified standards.
5. describe a timeline for planning, developing, and initiating credential training for appropriate personnel. The timeline for completion of this component may not extend past the end of funding year 1.

6. project an anticipated date for completion of credentialing of all TTA staff. The timeline for completion of this component may not extend past the end of funding year 2.

#### D. Mississippi Child Care Resource & Referral Network Centers

DECCD believes that a strong presence in the community is necessary to fully support families and early childhood educators at the local level. Resource and Referral Centers provide much needed information and materials related to each of the System services described above. They are sources of collaboration and training available on demand within communities. To successfully address this key component, proposers shall:

1. provide education and referral services as described by NACCRRRA in the publication, NACCRRRA Best Practices 2<sup>nd</sup> Edition. Proposers shall describe how they will meet the criterion established as best practices by NACCRRRA. Information may be located at <http://www.naccrra.org/programs-services/naccrra-best-practices-program>.
2. commit to comply with NACCRRRA 2014 Quality Assurance program processes once they become available, and completing the certification process as described within the updated criteria.
3. support professional community strengthening by offering child care director network meetings at least quarterly in locations and at times designed to support broad participation by child care providers.
4. communicate the importance of quality in early childhood programs to a diverse audience including but not limited to civic groups, business leaders, and faith-based organizations through quarterly public awareness events.
5. develop regional advisory committees to provide input on child care availability and quality in the region. Committee membership should include personnel working in the region on child care quality assessment (QRIS), higher education, Head Start, public/private schools, early intervention programs, Excel by 5, child care providers, parents of children in care, business community members, and local civic organizations such as Rotary, Junior League, and Junior Auxiliary. Advisory Committees will meet quarterly.
6. establish sites throughout the state to serve as offices for housing educational materials for lending to parents and caregivers, space for professional development meetings/trainings and space for parent education classes. Office hours shall be designed to support broad access

by parents and child care providers, including night/evening and weekend hours.

7. establish a lending library of developmentally and educationally effective materials to be available free of charge to parents and child care providers.
8. participate in regional and community disaster preparation and planning efforts as requested by DECCD.
9. provide staff to work within communities to build partnerships between local child care providers and school districts.
10. plan and provide quarterly community events each funding year including health fairs, Week of the Young Child activities, summer booster programs.

## **Funding**

DECCD will determine the project award date(s) and duration. The award period for services funded under this proposal shall be for 26 months, with an option to renew for two additional years. DECCD reserves the right to reject any or all proposals, or to cancel the RFP in its entirety. DECCD reserves the right to negotiate potentially fundable proposals, including requirements of additional information or clarification, or to request revisions.

Subgrants will be restricted to direct service activities and reasonable administrative costs directly related to the successful accomplishment of all elements of the Description of Services in Section I of this document.

It is the intent of MDHS to enter into a subgrant for the period from **July 1, 2014 through September 30, 2016, with an option to renew for up to two additional years**, assuming the subgrantee meets the need and performance measures of the agency and funding remains available. MDHS reserves the right to terminate any contract at any time, subject to current subgrant provisions, and avail itself to any and all remedies available to protect its interests.

Payment for services will be on a **current needs/cash advance basis**. Payment will be requested by submission of an invoice documenting services of any negotiated subgrant provided. Any request for payment shall comply with MDHS and State of Mississippi accounting system requirements. MDHS intends to make subsequent subgrant negotiations dependent upon available funding.

Proper record-keeping is required of all subgrantees to ensure that documentation used to accomplish their assigned tasks is available for monitoring purposes. The Subgrantee shall ensure that MDHS is satisfied with the services being provided.

## SECTION II - RFP PROCESS

This RFP provides background information and describes the subgrant services desired by MDHS/DECCD. It delineates the requirements for this procurement and specifies the contractual conditions required by MDHS.

Parties responding to this RFP will be referred to as “Proposers.” The successful Proposer to whom the contract will be awarded will be referred to as “Subgrantee.”

### A. Procurement Schedule for the Division of Early Childhood Care & Development

<b>MDHS/Division of Early Childhood Care &amp; Development issues RFP</b>	<b>February 2, 2014</b>
<b>MDHS/Division of Early Childhood Care &amp; Development deadline to receive all requests for clarification in writing from potential Proposers.</b>	<b>February 20, 2014</b>
<b>MDHS/Division of Early Childhood Care &amp; Development responds in writing to clarification requests</b>	<b>February 21, 2014</b>
<b>Deadline for submission of mandatory Letter of Intent</b>	<b>February 25, 2014</b>
<b>MDHS provides electronic confirmation of receipt of Letter of Intent</b>	<b>February 25, 2014</b>
<b>Deadline for submission of proposals</b>	<b>April 15, 2014</b>
<b>MDHS provides electronic confirmation of receipt of proposal</b>	<b>April 15, 2014</b>
<b>MDHS begins evaluations</b>	<b>April 16, 2014</b>
<b>Notification to proposers on or before</b>	<b>May 7, 2014</b>
<b>Proposed date of contractual services</b>	<b>July 1, 2014-September 30, 2016*</b>

*\*With an option to renew up to two additional years.*

**NOTE:** MDHS/DECCD reserves the right to amend this schedule in the best interest of MDHS. Applying agencies shall be advised that correspondence from MDHS shall include electronic mail. Electronic communications shall be considered official and binding.

### B. Response to Proposers’ Questions

All questions and inquiries shall be electronically received no later than **February 20, 2014**. Questions shall be emailed to **Jill Dent, Director, Division of Division of Early Childhood Care & Development, Mississippi Department of Human Services** at

[Jill.Dent@mdhs.ms.gov](mailto:Jill.Dent@mdhs.ms.gov). All questions shall include the name of the RFP for which the Proposer is seeking clarification and a detailed description of the section the Proposer is requesting clarification. MDHS will not be held liable or responsible for oral responses or for responses to Proposers by persons other than the person specifically designated in this section. MDHS will post all responses on the MDHS website at [www.mdhs.state.ms.us](http://www.mdhs.state.ms.us) no later than **February 21, 2014**.

From the release of this RFP until a subgrant is executed, Proposers shall not communicate with any MDHS staff concerning the RFP except by using the method described above in **Section II, Subsections A and B**. If the Proposer attempts any unauthorized communication, MDHS reserves the right to reject the Proposer's proposal.

**C. Mandatory Letter of Intent**

Proposers shall submit a letter describing their intent to apply for funding under this announcement, including the service(s) for which the proposal(s) will be submitted. Letters shall not exceed one page in length, identify the email address of the person authorized to submit the grant proposal, and be signed by persons with authority to represent the agency. Submissions shall be emailed to Jill Dent, Director, Division of Division of Early Childhood Care & Development, Mississippi Department of Human Services at [Jill.Dent@mdhs.ms.gov](mailto:Jill.Dent@mdhs.ms.gov). **Submissions of letters are due no later than 2:00 PM CT February 25, 2014. Proposers will receive an email in reply confirming receipt of letter on February 25, 2014. MDHS accepts no responsibility for equipment or user errors and will not accept late submissions.**

Upon receipt of a Letter of Intent, MDHS, Division of Early Childhood Care & Development will assign each applying agency a User ID, Password, and directions for secure upload of the proposal to the MDHS website and provide this information to the email address identified in the Letter of Intent. This information is specific to the applying agency and shall be protected.

**D. Proposal Submission**

**NOTE: MDHS reserves the right to adjust this schedule as it deems necessary.**

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

**April 15, 2014**

Submissions shall be electronically submitted in Portable Document Format (PDF). Applying agencies will access a secure proposal submission site located at [www.childcareinfo.ms](http://www.childcareinfo.ms) to submit their proposals by the identified deadline. A unique User ID and Password will be provided to each applying agency upon receipt of a Letter

of Intent. Applying agencies shall login to the secure site to upload their proposal. It is the responsibility of the applying agency to ensure successful upload of their proposal.

**Proposals are due no later than 3:00 p.m. CT on April 15, 2014. Proposers will receive an email in reply confirming receipt of proposal on April 15, 2014. MDHS accepts no responsibility for equipment or user errors and will not accept late submissions. Proposals shall be received by the above named party by the official deadline to be considered for funding.**

Proposals shall be written following all of the directives contained in this document. The proposal shall be typed with 12 Point Font, double spaced and indexed and divided by sections to allow ease of handling and review by MDHS.

Any proposals received after the deadline will be marked as being LATE and will not be evaluated. All proposals received by MDHS are deemed to be the property of MDHS and may be used as MDHS sees fit. MDHS will not be responsible for non-delivery or late delivery of proposals. **The proposer alone is responsible for ensuring that their submission packet is delivered to the appropriate MDHS personnel no later than the deadline.**

**Agencies of the State of Mississippi shall adhere to extremely strict guidelines concerning Procurement, Bidding and RFP processes. Lapses in protocol or deviations from the published standards can result in formal objections, legal challenges and delays in the overall award process, which will ultimately result in failure to provide the necessary services to the citizens of Mississippi.**

**MDHS reserves the right to reject any and all proposals where the proposer takes exception to the terms and conditions of the RFP and/or fails to meet the terms and conditions and/or in any way attempts to limit the rights of MDHS and/or the State of Mississippi, including but not limited to the required contractual terms and provisions set forth in this RFP.**

**E. Cost of Proposal**

Costs for developing proposals are entirely the responsibility of the Proposer and are not chargeable to MDHS or the State of Mississippi.

**F. Oral Presentation**

Proposers submitting proposals in response to this RFP **may** be required, at MDHS' discretion, to make an oral presentation of their proposals. The objectives of such presentations will be to clarify any questions MDHS may have regarding proposed services and costs to assist MDHS in arriving at a final selection. Toward this end, Proposers shall have employees selected for key management positions available for attendance if a presentation is required. MDHS will schedule the time and location of

these presentations. These oral presentations are an option of MDHS and may not be conducted.

**G. RFP Modifications**

Any changes deemed necessary by MDHS to this RFP will be submitted as an addendum to the RFP. If MDHS shall amend any segment of the RFP after submission of proposals and prior to announcement of the successful subgrant, the dates for submission of revised proposals will be announced at that time. All responding Proposers will be afforded ample opportunity to revise their proposals to accommodate the RFP amendment. All proposals, including revisions, will be considered confidential until a final determination has been made by MDHS.

**H. Addenda/Revisions to Proposals**

Unless requested by MDHS, MDHS will not accept any addenda, revisions or alterations to proposals after the proposal due date. However, MDHS reserves the right to request clarifications or corrections to proposals, to reject any and all proposals or to cancel the RFP in its entirety at MDHS's sole discretion. Any application or proposal received which does not comply with these general instructions will be considered to be nonresponsive, and the proposal will be rejected.

**I. Proposer/Subgrantee Disclosure Data**

Ownership of all data, materials and documentation originated and prepared for MDHS pursuant to the RFP shall belong exclusively to MDHS and be subject to public inspection in accordance with the Mississippi Public Records Act, Sections 25-61-1 et seq. of the 1972 Mississippi Code Annotated, as amended. Trade secrets or confidential commercial or financial information submitted by a Proposer may not be subject to public disclosure under the Act. However, the Proposer shall invoke the protections of Section 25-61-9 before or at the time the data is submitted. The written notice shall specifically identify the data or materials to be protected and state the reasons why protection is necessary. The confidential information or trade secret material submitted shall be identified by some distinct method such as, but not limited to, highlighting or underlining and shall indicate the specific words, figures, or paragraphs that constitute trade secret or confidential information. The classification of an entire proposal document, line item prices and/or total proposal price as confidential or trade secrets is not acceptable and will result in rejection and return of the proposal.

**J. MDHS' Rights Reserved**

Notwithstanding anything to the contrary, MDHS reserves the right to:

- i. Reject any and/or all proposals received in response to this RFP.

- ii. Respond to inquiries for clarification purposes only and/or to request clarification, if necessary.
- iii. Waive minor irregularities if MDHS determines that waiver would be in its best interest and would not result in an unfair advantage for other proposers and potential proposers.
- iv. Select for subgrants or for negotiations, a proposal other than that with the lowest cost.
- v. Consider a late modification of a proposal if the proposal itself was submitted on time and if the modifications were requested by MDHS and the modifications make the terms of the proposal more favorable to MDHS, and accept such proposal as modified. MDHS will allow all eligible Proposers to submit late modifications, similar in scope, if MDHS chooses to exercise this right with regard to any one Proposer's proposal.
- vi. Negotiate as to any aspect of the proposal with any Proposer and negotiate with more than one Proposer at the same time.
- vii. If negotiations fail to result in a contract or agreement within five (5) working days of the evaluation completion date, terminate negotiations and take such other action as MDHS deems appropriate.

**K. Subgrantee Acceptance of RFP Content**

The contents of this RFP and the accepted proposal of the successful Proposer will become part of the final subgrant, if a subgrant is awarded. Each Proposer's proposal shall include a statement of acceptance of all terms and conditions stated within this RFP or a detailed statement of exception for each item excepted by the Proposer. Any proposal which fails to comply with this requirement may be disqualified as nonresponsive.

**L. Proposal Acceptance by MDHS**

MDHS will accept proposals and award subgrants to the RFP. Determination of proposal acceptance will be based on, but not necessarily limited to, conformity to the RFP requirements, cost, capability, experience, quality of service and Proposer's ability to provide the required services, with final determination to be made by MDHS.

**M. Legal Requirements**

All Proposers shall be willing to comply with all provisions of the 2012 Mississippi Department of Human Services Subgrant/Contract Manual, and with all state and federal legal requirements regarding the performance of the subgrant. The existing requirements are set forth throughout this RFP but are subject to change and/or interpretation throughout the term of any resulting subgrant.

As provided in **Other Required Statements, Section III, Item B, Number 5g**, Proposers shall take exception to each provision of the required contractual terms they would like to change. Failure to do so will be deemed an acceptance of all the terms and conditions not specifically excepted.

**N. Protest Bond**

Requirement. As a condition precedent to filing a protest, the protestor shall provide a Protest Bond as described in this Section. The protestor shall procure, submit to MDHS with its written protest, and maintain in effect at all times during the course of the protest or appeal thereof, a Protest Bond in a sum equal to the amount of the protestor's proposal for the services required by this RFP.

The Bond shall be issued by a company licensed or authorized to do business in the State of Mississippi and acceptable to MDHS. The Bond shall be accompanied by a duly authenticated or certified document evidencing that the party executing the Bond is a licensed Mississippi agent for the bonding company. This certified document shall identify the name and address of the person or entity holding the Protest Bond and shall identify a contact person to be notified in the event that MDHS or the State of Mississippi takes action against the Bond. The Protest Bond shall not be released to the protestor until the protest is finally resolved and the time for all appeals has expired.

The Protest Bond shall be procured at the protestor's expense and made payable to MDHS. Prior to approval of the Protest Bond, MDHS reserves the right to review the Bond and require the protestor to substitute an acceptable bond in such form as MDHS may require.

Subject of Protest. The only grounds for protest are as follows:

- i. Errors were made in computing scores upon which an award was based;
- ii. MDHS failed to follow procedures established by this RFP and/or applicable policies and procedures of MDHS and/or the State of Mississippi;
- iii. Bias, discrimination or conflict of interest existed on the part of an evaluator; or
- iv. Scope and intent of the project as specified in the executed subgrant differ materially from the scope and intent of the RFP.

Protests not based on the above described criteria will be rejected.

Resolution of Protests. Protests allowed by this Section shall follow MDHS' procedures for hearing contested cases, which will be made available upon request.

**O. Fidelity/Dishonesty Bond**

Within ten (10) working days of notification of an award, the Subgrantee shall submit to MDHS a Fidelity/Dishonesty Bond in favor of MDHS with surety or sureties satisfactory to MDHS for the term of the subgrant. The amount of the Bond will equal 25% of the total subgrant award. Failure to provide the Fidelity/Dishonesty Bond within the stated time period may result in the Subgrantee being deemed as nonresponsive and the proposal may be immediately disqualified with no further consideration given for potential awarding of the contract to said Subgrantee.

The Bond shall be secured from a company authorized to transact business in the State of Mississippi. The Bond shall be made payable to MDHS.

The Bond shall become effective upon written notification that a subgrant has been awarded to the Subgrantee. The Bond shall remain in full force and effect for the duration of the subgrant. Any action by the Subgrantee and/or the bonding company to revoke and/or cancel the Bond prior to the expiration of the subgrant will constitute a breach of subgrant and will result in immediate cancellation of the subgrant. Shall this occur the Subgrantee will be held liable for any additional costs incurred by MDHS in seeking replacement services.

**P. Publicity**

Any use or reference of this RFP by the Subgrantee/Proposer to promote, solicit or disseminate information regarding the award of the Subgrant or the services being provided is prohibited, unless otherwise agreed to in writing by MDHS.

**MDHS reserves the right to reject any and all proposals where the proposer takes exception to the terms and conditions of the RFP and/or fails to meet the terms and conditions and/or in any way attempts to limit the rights of MDHS and/or the State of Mississippi, including but not limited to the required contractual terms and provisions set forth in this RFP.**

**Q. Rights to Data**

MDHS will retain custody of and have primary rights to any data developed under this award. The subgrantee shall make reasonable efforts; however, to provide MDHS and other researchers appropriate and speedy access to research data from this project and establish public use files of research data developed under this award.

**R. Employee Retention**

Any person assigned by the Subgrantee, or its partners, to perform the services described in this document shall be the employee of the Subgrantee, or its partners, who shall have the sole right to hire and discharge its employee. MDHS may, however direct the Subgrantee or its partners to replace any of its employees under this Contract.



## **SECTION III - PROPOSAL FORMAT**

Acceptable proposals shall offer **all** services identified in **Section I, Description of Services**, and agree to the contract conditions specified in **Section VI, Subgrant Terms and Provisions**.

### **A. Proposal Preparation**

Proposals shall be signed by an authorized representative of the Proposer. All information requested shall be submitted. Proposals which lack key information discussed in **Section I** will be rejected by MDHS.

Proposals shall be organized in the order in which the requirements are presented in the RFP. All pages of the proposal shall be numbered. Each paragraph in the proposal shall reference the paragraph number or letter of the corresponding section of the RFP. If the response covers more than one page, the paragraph number and/or letter shall be repeated at the top of the next page. The proposal shall contain a table of contents which cross references the RFP requirements. Information which the Proposer desires to present that does not fall within any of the requirements of the RFP shall be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.

Proposals shall be written following all of the directives contained in this document. The proposal shall be typed with 12 Point Font, double spaced and indexed and divided by sections to allow ease of handling and review by MDHS.

### **B. Required Proposal Contents**

Responses to this RFP shall consist of the following components. Each of these components shall be separate from the others and uniquely identified. They also shall conform to the format and content specified below:

#### **1. Cover Sheet**

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

#### **2. Transmittal Letter**

Each proposal submitted in response to this RFP shall include a transmittal letter addressed to Dr. Jill Dent which includes the following:

- a. A statement that the proposal is being submitted in response to this RFP.
- b. A statement indicating the areas of service in the State for which the response is being submitted.
- c. A statement that the individual who signed the letter is authorized to legally bind the proposer.
- d. The letter shall list the name of the project and the name, telephone number and email address of a contact person with authority to answer questions and receive communications concerning the proposal.

### **3. Proposal**

The proposal shall include a program description, in narrative form, of how the proposer intends to provide a comprehensive response to program requirements and detailed description of all aspects of the proposed project. All required elements described in **Section I Description of Services** shall be included.

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

### **4. Relevant Proposer's Experience, Qualifications, Resumes of Lead and Key Subgrantee Staff**

The proposer shall describe the organization's capabilities and plans for accomplishing the services under this subgrant. The proposal shall include sufficient detail to enable MDHS to make a determination as to your organization's ability to carry out your objectives.

This segment of the proposal shall include previous experiences that will demonstrate the Proposer's ability to deliver the services requested in this RFP. It also shall describe the expertise of the Proposer's staff and information on current or recent projects of a similar size and scope, and data relevant to the Proposer's performance on such projects.

The Proposer shall disclose the number and nature of queries, monitoring, and/or audit findings that have been made against it and/or key or management staff by any government (state and/or federal) authority or agency. The Proposer shall provide a list of any litigation, past or pending, against the Proposer.

The Proposer shall also describe administrative and organizational structure by which the program will function. Include organizational chart(s), narrative description of organizational structure, work flow chart(s) and the number of personnel to be used on the project.

### **5. Financial Component**

a. Financial Stability

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

At a minimum, the proposal shall include an independent audit for Fiscal Year 2012; however, if the FY 2012 audit has not been completed at the time the proposal is submitted, the FY 2011 audit may be submitted along with a certified statement from the Proposer's Certified Public Accounting (CPA) firm verifying that the FY 2012 audit will not be completed by the proposal submission deadline and stating the projected date of its completion. **A compiled financial statement is unacceptable.** If the audit is posted on a website, a working web address for submission is acceptable.

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

In the event a Proposer is either substantially or wholly owned by another corporate entity, the proposal shall also include an independent audit for Fiscal Year 2011 for the parent organization. If the FY 2011 audit is not completed, refer to the instructions above in providing the FY 2010 audit and CPA certification. **A compiled financial statement is unacceptable.** If the audit is posted on a website, a working web address for submission is acceptable. There shall also be a written guarantee by the parent organization that it will unconditionally guarantee performance by the Proposer of each and every term, covenant, and condition of such contract as may be executed by the parties.

Non-Federal entities that expend less than \$500,000 a year in Federal awards are exempt from Federal audit requirements for that year, but records shall be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and General Accounting Office.

b. Budget and Budget Narrative

A detailed list of costs on a line item basis for each budget category for a 12-month budget (or proposed length of service if less than 12 months) shall be reasonable for the proposed description of services and the

areas/population to be served. Emphasis shall be placed on deliverable products and services versus administrative costs. The proposer will be expected to submit its best and lowest budget and DECCD reserves the right to reject any proposal with an unreasonable budget. Proposer shall be willing to negotiate a lower Indirect Cost rate and fringe benefits rate.

Administrative costs are subject to a 15% limitation, and indirect services cost is limited to 10%. Administrative costs include costs related to the direct oversight of the funded project and shall not include costs related to personnel performing services offered as a result of the funding. Administrative costs shall include a portion of the administrator's salary, fringe, travel, equipment costs, etc.. To assist in creating the budget narrative, a sample budget may be reviewed in the 2012 MDHS Subgrant/Contract Manual online at: [www.mdhs.state.ms.us/dpi\\_subman.htm](http://www.mdhs.state.ms.us/dpi_subman.htm) .

The Proposer shall include an itemized list of expenditures for the services and activities covered by the proposal. Further, the proposal shall contain a written justification (Budget Narrative) adequately explaining the Proposer/Subgrantee's funding needs. This narrative shall relate funding needs to the operation of individual activities. Sufficient detail within each line item of expenditure and each activity shall be used to clearly explain the funding needs of the operation. Each major budget category shall be justified with detail about how the funds will be used.

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

The proposal shall contain the information or statements described below. Failure by any Proposer to include the information or statements in the

proposal may result in its being declared unacceptable, and the Proposer will receive no further consideration for award of the subgrant.

#### Examination of Records

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

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

#### d. Conflict of Interest

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

- i. A statement identifying those individuals who were involved with the preparation of the proposal.
- ii. A statement identifying all Proposer personnel currently under contract with the State who participated, either directly or indirectly, in any activities related to the preparation of the Proposer's proposal, and a statement identifying in detail the nature and extent of such activities.

- iii. A statement certifying that the Proposer's personnel have not had any contacts with any MDHS personnel involved in the development of the RFP, or, if such contacts have occurred, a statement identifying in detail the nature and extent of such contacts and the personnel involved.
- e. Proposer shall furnish MDHS with certified copies of its Articles of Incorporation, By-laws, Resolutions, and any other documentation that evidence both the authority of the signatory to execute a binding contract on behalf of the proposer, and documentation that would prove that the organization offering the proposals is a legal entity.
- f. CERTIFICATIONS OF COMPLIANCE AND ASSURANCES. The Proposer shall sign and date five (5) Certifications and Assurances documents attached hereto.
- g. The following required statements shall be included in the proposal:
  - i. A statement of acceptance of all terms and conditions stated within the RFP or a detailed statement of exception for each item excepted by the Proposer.
  - ii. A statement identifying all proposed subcontractors and indicating the exact amount of work to be done by the Proposer and each subcontractor.
  - iii. A statement that no attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not to submit a proposal.
  - iv. A statement of acceptance, without qualification, of all terms and conditions stated in this RFP or clearly outline any exceptions.
  - v. A statement that the Proposer has sole and complete responsibility for the completion of all services provided under the contract, except for those items specifically defined as State responsibilities.
  - vi. A statement that the Proposer certifies that, in connection with this procurement, the prices proposed have been arrived at independently, without consultation, communication, or agreement, for the purpose of restriction of competition, as to any other party or with any competitor; and that unless otherwise required by law, the prices quoted have not knowingly been disclosed by the Proposer prior to award, either directly or indirectly, to any other proposer/contractor or competitor.
  - vii. A statement that costs quoted in the proposal will remain in effect through the term of the contract.
  - viii. A statement from all Proposers that they will not discriminate in their employment practices with regard to race, color, religious

beliefs/practices, creed, age, national origin, sex, or mental or physical disability. If the Proposer is a religious organization, the prohibition as to religious discrimination shall be deleted from the Proposer's discrimination statement/certification.

- ix. A statement from each subcontractor, signed by an individual authorized to legally bind the subcontractor, stating the general scope of the work to be performed by the subcontractor, the subcontractor's willingness to perform the work indicated, and that the subcontractor does not discriminate in its employment practices with regard to race, color, religious beliefs/practices, creed, age, national origin, sex, or mental or physical disability. If the subcontractor is a religious organization, the prohibition as to religious discrimination shall be deleted from the subcontractor's discrimination statement/certification.
- x. A statement of assurance that federal funds will not be expended for sectarian instruction, worship, prayer or proselytization purposes.
- xi. A statement that services will be provided to all eligible persons, regardless of a potential participant's race, color, religious beliefs/practices, creed, age, national origin, sex, or mental or physical disability. The Proposer and subcontractor cannot, on the basis of race, color, religious beliefs/practices, creed, age, national origin, sex, or mental or physical disability, treat one person differently from another in determining eligibility, benefits or services provided, or applicable rules.
- xii. A statement certifying to MDHS that no federal funds or State funds have been used or will be used to influence any government official.
- xiii. A statement certifying that the Proposer has not been debarred or prohibited from performing, or offering to perform, any of the services requested in this RFP, either by the Federal government, or by any state or territory of the United States.
- xiv. A statement certifying that the proposal will be valid for 60 days after the proposal opening date.
- xv. A statement certifying all records of the Proposer, which may subsequently be subject to audit and evaluation by MDHS, will be located in the State of Mississippi.
- xvi. A statement certifying that the Proposer and each subcontractor will not duplicate services. The Proposer shall ensure that expenses incurred for CCDF services provided for another funding source/grant will not be charged to this grant. Individuals receiving CCDF services under another funding source/grant will not be included in the count for the number of participants served in this grant.

- xvii. Certification that each person signing this proposal is the person in the Proposer's organization responsible for, or authorized to make, decisions regarding prices quoted and that no person has participated and will not participate in any action contrary to those requirements stated above.
- xviii. A statement certifying all records of the Proposer, which may subsequently be subject to audit and evaluation by MDHS, will be located in the State of Mississippi.
- xix. A statement that the proposer agrees to provide all CCDF services at the level necessary to accomplish the goals and intent of the project.

**6. Taxpayer identification number and certification (W-9).**

## **SECTION IV - EVALUATION AND AWARD CRITERIA**

### **SCOPE OF SERVICES (MAXIMUM OF 400 POINTS)**

The scope of services demonstrates the proposer has a good understanding of the proposed services that are appropriate for the program activities, targeted populations, and the area to be served. The narrative is presented in logical sequence, to include, but not be limited to all programmatic information found previously in this document in **Section I: Description of Services**.

### **AUTOMATED CAPABILITIES (MAXIMUM OF 5 POINTS)**

The proposer shall agree to use the data collection system provided by the Mississippi State Department of Human Services as the single and sole data collection and recording system for all data related to services provided under this award. The Mississippi State Department of Human Services reserves the right to change the reporting and/or update dates based upon the business needs of the Agency if it is determined to be in the best interest of the Agency.

### **EVALUATION (MAXIMUM OF 15 POINTS)**

A description of the internal and external performance criteria and standards set out at the beginning of the program will be used to evaluate the effectiveness and efficiency of the services. These criteria shall include administration and service standards and the method of providing technical assistance, training, data collection, and program and fiscal monitoring.

#### **Measuring Outcomes:**

- The Proposer shall develop and describe appropriate and measureable outcomes that correspond to elements described in **Section I Description of Services**.
- The Proposer shall include a data collection plan that addresses all of the services to be provided.
- The Proposer shall explain the statistical data and techniques to be used for tracking and measuring success of program goals and objectives.
- The Proposer shall describe internal controls that shall be used by the Proposer in detecting deficiencies in program operations and implementing corrective actions whenever such deviations/deficiencies are discovered and documenting actions taken by the Proposer.

### **PROFESSIONAL COMPETENCY (MAXIMUM OF 15 POINTS)**

The professional competency of the proposer organization and its staff is fully explained, with exhibits as applicable. Information shall include, but not limited to:

- Description of the organization and its history, including year established;
- Provide job descriptions for each position funded under the program. The job descriptions shall include job titles, lines of supervision, supervision responsibilities, experience and qualifications, and other information to show that personnel can successfully perform the work required under this RFP. (**Attachment 1**)
- Copies of resumes of all administrative and other relevant staff.
- Prior work products and services;
- Client references that document prior successes;
- Copies of the proposer's most recent audited financial statement. (**Attachment 2**). If none is available, documentation of financial solvency by the financial institution shall be included.

### **FINANCIAL COMPONENT (MAXIMUM 15 POINTS)**

The 12-month (or less, if applicable) budget request is reasonable for the proposed scope of services and the areas to be served. Emphasis is placed on deliverable products and services versus administrative costs. The proposer is expected to submit its best and lowest budget, and DECCD reserves the right to reject any proposal with an unreasonable budget. Proposer shall be willing to negotiate a lower Indirect Cost Rate (ICR), and fringe benefit rate. (**Attachment 4**) The Budget Narrative shall provide a brief description justifying each requested budgeted amounts for each budget line item. (**Attachment 3**)

Administrative costs are subject to a 15% limitation, and indirect services cost is limited to 10%. Administrative costs include costs related to the direct oversight of the funded project and shall not include costs related to personnel performing services offered as a result of the funding. Administrative costs shall include a portion of the administrator's salary, fringe, travel, equipment costs, etc.. To assist in creating the budget narrative, a sample budget may be reviewed in the 2012 MDHS Subgrant/Contract Manual online at: [www.mdhs.state.ms.us/dpi\\_subman.htm](http://www.mdhs.state.ms.us/dpi_subman.htm) .

### **SUBCONTRACTOR BUDGET (IF APPLICABLE) (NO POINTS)**

A budget and budget narrative shall be attached for any subcontractor services involved in the operation of the program(s). (**Attachment 4**)

### **REQUIRED STATEMENTS (MAXIMUM 10 POINTS)**

The proposal includes all statements and assurances required in this document.

**TOTAL POINTS POSSIBLE: 460**

**(345 POINTS OR ABOVE IS CONSIDERED A PASSING SCORE IN PHASE II.)**

### **OVERVIEW OF EVALUATION METHODOLOGY**

1. At any time during the evaluation, MDHS may request a Proposer to provide explicit written clarification of any part of the Proposer's proposal.
2. At its discretion, MDHS may perform an appropriate cost and pricing analysis of a Proposer's proposal.
3. If a subgrant is awarded, the award will be made to that financially responsible and technically responsive Proposer whose proposal conforms to the conditions and requirements of this RFP, and which is most advantageous to MDHS with price and other factors considered. MDHS will notify the successful Proposer in writing of the award of the subgrant. MDHS will notify the unsuccessful Proposers in writing that their proposals have not been accepted.
4. The evaluation will be conducted in three phases:
  - a. Phase I In House Review Process
  - b. Phase II Evaluation and Rating of Proposals
  - c. Phase III Selection of the Successful Proposer(s)

### **PROPOSAL REVIEW COMMITTEE**

1. A committee will be selected to evaluate and rate proposals. Members of the Evaluation committee will include individuals with relevant professional experience sufficient to review and score proposals submitted in response to this RFP.
2. Other professional staff and consultants may also assist in the evaluation process.
3. MDHS reserves the right to alter the composition of the Evaluation Committee and their specific responsibilities.

### **PROPOSAL REVIEW PHASES**

#### **A. Phase I - In-House Reviews**

1. A responsive proposal shall comply with the instructions listed and format defined in this RFP. This phase will entail the review and confirmation of the mandatory technical, format, and content requirements contained in **Section III** (Proposal Format) and **Section I** (Description of Services). At the deadline to submit the proposal, MDHS Division of Early Childhood Care & Development staff will review proposals for eligibility of

review. In order to be eligible for review, **ALL** of the following elements shall be present/included with the proposal submission:

- Proposal submitted
- Received by published deadline
- Proposal **clearly indexed and divided by sections**:
  - Scope of Services
  - Automated Capabilities
  - Evaluation
  - Professional Competency
  - Financial Component
- Proposal is signed by authorized representative
- Proposal includes Cover Sheet
- Proposal includes Transmittal Letter
- Taxpayer identification number and certification (W-9)

MDHS reserves the right to reject any and all proposals. If all requirements are satisfied, the proposal is eligible for Phase II of the review process. Proposals are assigned a unique proposal number. If a proposal is **not** eligible for Phase II of the review process, the applying agency will be notified in writing (may include electronic mail).

#### B. Phase II - Evaluation and Rating of Proposals

- a. Only those proposals found to be responsive under Phase I will be considered in Phase II. During the course of the Phase II evaluation, MDHS may request oral presentations by Proposers and an interview with the proposed key/lead personnel. Reference checks may also be made. However, MDHS reserves the right to make an award without further clarification of the proposals received. Therefore, it is important that each proposal be submitted in the most complete manner possible.
- b. To solicit proposal reviewers for the Phase II of the review process, MDHS Division of Early Childhood Care & Development will publish an Invitation to Review to potential proposal reviewers. Proposal reviewers may consist of early childhood professionals from a variety of settings and employees of MDHS. ***Note: no employee of the Division of Early Childhood Care and Development will participate in the Phase II review process.*** Reviewers are volunteers and are never paid, or in any way compensated for their time or expertise.
- c. Reviewers shall sign a Confidentiality Agreement stating that all proposal information and the review process is confidential and may not be discussed. Once Confidentiality Agreements have been signed and returned, reviewers are presented with a list of names of applying agencies. Reviewers shall recuse themselves from reviewing any proposal from an agency which represents a conflict of interest. Once Recusal Forms have been completed, the remaining

Reviewers are assigned a unique Reviewer Number. Reviewers are assigned proposals. Reviewers are provided with electronic copies of the proposals and a scoring rubric (See **Exhibit G**) and instructions for completing the rubric online.

C. Phase III - Selection of the Successful Proposer(s)

- a. Only the proposals found to be responsive under Phases I and II will be considered in Phase III.
- b. Reviewer scores are reviewed by MDHS Division of Early Childhood Care and Development ***to ensure accurate reporting of scores only***. A score of 75 is the minimum score allowed to be considered for award. MDHS Division of Early Childhood Care and Development will contact the proposal with the highest score to enter into contract negotiations. If negotiations are successful, a contract will be offered to the applying agency. All other proposals will be notified in writing (may include electronic mail) of the award status of their proposal.
- c. Applying agencies may request a link and a password to login and review the scores and comments made by the reviewers by contacting Jill Dent at [Jill.Dent@mdhs.ms.gov](mailto:Jill.Dent@mdhs.ms.gov).
- d. Based upon the Evaluation Committees' scores, recommendations will be made by the DECCD Director and the Deputy Administrator for Programs with the final decision being made by the MDHS Executive Director.

If at any time, MDHS Division of Early Childhood Care and Development discovers any action or event that represents a conflict of interest during the course of the review process, new reviewers will be assigned to any and all proposals impacted.

MDHS may submit a list of detailed comments, questions, and concerns to one or more Proposers for response. MDHS may require said response to be written, oral, or both. MDHS will only use written responses for evaluation purposes. The total score for those Proposers selected to respond may be revised as a result of the responses. Subsequent to this, MDHS will select and notify the successful Proposer.

First consideration will be given to the Proposer(s) with the highest total points. In the event subgrant negotiations are unsuccessful, the Proposer(s) with the next highest number of points may be selected for consideration. MDHS may also cancel this RFP or reject proposals at any time prior to award of a subgrant. MDHS is not required to furnish a statement of the reason(s) why a proposal was not accepted.

The final award decision will be made by the Executive Director of MDHS. The Executive Director may accept or reject the recommendation of the Evaluation Committee.

At MDHS' discretion, the evaluation may also include communication with any and all prior and current clients and/or programs/project of the proposer/subgrantee and verification of the

subgrantee's qualification to perform the services described in its proposals. If MDHS determines that any of the information provided cannot be verified or if information obtained during the course of the verification process or from prior/current clients and/or programs/projects negates the responsiveness of the proposer's proposal, MDHS reserves the right to adjust scores appropriate and/or to disqualify that proposal.

## **SECTION V: SUBGRANT TERMS AND PROVISIONS**

The terms and conditions of the subgrant resulting from this RFP or solicitation shall include, but not necessarily be limited to, the following terms and provisions:

### **TERM OF AGREEMENT**

It is the intent of MDHS to enter into a subgrant for the period July 1, 2014 through September 2016 MDHS reserves the right to terminate any contract at any time, subject to current subgrant provisions, and avail itself to any and all remedies available to protect its interests.

### **PAYMENT AND BUDGET LIMITATIONS**

SUBGRANT AMOUNT. The total amount of the subgrant to be provided by MDHS under this Agreement is \$\_\_\_\_\_

METHOD OF PAYMENT. It is understood between the parties hereto that funds supporting this Agreement will be utilized and expended as provided for in the Budget Summary Cost Summary Support Sheet(s), and Budget Narrative, attached hereto (herein referred to as the "Budget") and incorporated herein by reference under the same terms and conditions as set forth in said Budget.

BUDGET REVISIONS. Any increase, decrease or change in the funding or budgeted line items under this Agreement shall be authorized only as provided by the Mississippi Department of Human Services' line item flexibility policy and/or as authorized by a modification to this Agreement.

MAXIMUM PAYMENT. Notwithstanding any other provision of this Agreement, the maximum payment by MDHS to Subgrantee shall not exceed the sum of \$\_\_\_\_\_ in consideration for all performances or services provided by Subgrantee, unless specifically modified as provided herein.

### **RELATIONSHIP OF PARTIES**

A. It is expressly understood and agreed that MDHS enters into this Subgrant with Subgrantee in an independent relationship basis. Nothing contained herein shall be deemed or construed by MDHS, the Subgrantee, or any third party as creating the relationship of principal and agent, partners, joint venturers, or any similar such relationship between MDHS and the Subgrantee. Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any acts of MDHS or the Subgrantee hereunder, creates or shall be deemed to create a relationship other than the independent relationship of MDHS and the Subgrantee.

- B. Subgrantee represents that it has, or will secure, at its own expense, applicable personnel who shall be qualified to perform the duty required to be performed under this Subgrant.
- C. Any person assigned by Subgrantee to perform the services hereunder shall be the employee or Subcontractor of Subgrantee, who shall have the sole right to hire and discharge its employee. MDHS may, however, direct Subgrantee to replace any of its employees under this Subgrant. If Subgrantee is notified within the first eight (8) hours of assignment that the person is unsatisfactory, Subgrantee will not charge 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 Subgrantee shall be paid as a gross sum with no withholdings or deductions being made by MDHS for any purpose from said Subgrant sum.
- E. Subgrantee shall pay when due all salaries and wages of its employees, and it accepts exclusive responsibility for the payment of Federal Income Tax, State Income Tax, Social Security, Unemployment Compensation and any other withholdings that may be required.

## **COMPLAINT RESOLUTION**

Subgrantee shall provide a complaint resolution procedure regarding decisions on eligibility for the program, applications that are not acted upon timely, and decisions otherwise affecting benefits and services for the program funded by this sub grant. This appeal or complaint procedures shall be carried out according to the Fair Hearing Procedure of the Mississippi Department of Human Services, a conciliation process, the Personal Responsibility and Work Opportunity Act of 1996, and/or such other Procedure as may be required by MDHS, whichever is appropriate to the complaint as directed by MDHS.

## **CHANGES**

MDHS reserves the right to change any portion of the work required under this Agreement or amend other terms, including the Scope of Services, necessary to meet federal or other operation requirements. Revision shall be made by written amendment to this Agreement duly signed by the authorized representative of each party hereto.

## **SAFEGUARDING INFORMATION**

- A. **CONFIDENTIALITY:** Subgrantee shall treat all State data and information to which it has access under this Subgrant as confidential 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 Subgrantee receives notice that a third party requests divulgence of confidential or otherwise protected information, Subgrantee shall promptly inform the State and thereafter respond in conformity with such subpoena as required by applicable state and/or federal laws, rules and regulations.

The provision herein shall survive termination of the subgrant for any reason and shall continue in full force and effect and shall be binding upon the Subgrantee and its agents, employees, successors, assigned, subcontractors, or any party claiming an interest in the subgrant on behalf of, or under, the rights of the subgrant following any termination.

All records and information involving proposers or recipients of services under this subgrant shall be kept confidential. The use or disclosure of information concerning proposers and/or recipients shall be limited to purposes directly connected with the administration of the program. Subgrantee shall take any and all steps necessary to insure the physical security of the records and information that it obtains under this Agreement, including but not limited to providing fire protection, protections against smoke and water damage, locked files, passwords, access logs or other methods to prevent loss or unauthorized access or retrieval of the records or information.

The safeguards for information to which both parties will adhere are contained in 45CFR Parts 98 and 99 and Final Regulations published in the Federal Register. The restrictions herein shall survive the termination or completion of this Agreement and shall continue in full force and effect and shall be binding upon the Subgrantee and/or its officers, agents, employees, successors, assigns, subcontractors, or any party claiming an interest in the Agreement on behalf of or under the rights of the Subgrantee.

- B. **THIRD PARTY REQUESTS:** In event that the Subgrantee 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, Subgrantee shall promptly inform MDHS and thereafter respond in conformity with such subpoena as required by applicable state and/or federal law, rules and regulations.
  
- C. **LIABILITY:** Any liability resulting from the wrongful disclosure of confidential information on the part of the Subgrantee and/or its officers, agents, subcontractors, and/or representatives shall rest with the Subgrantee. Disclosure of any confidential information by the Subgrantee and/or its representatives or subcontractor without the express written approval of MDHS, shall result in the immediate termination of this Agreement. Nothing herein shall be construed to prevent MDHS from seeking any other remedy, in law or equity, available to it.

This section shall survive the termination or completion of this Agreement.

## **TERMINATION OF AGREEMENT**

### **A. TERMINATION FOR CONVENIENCE OF EITHER PARTY**

This Agreement may be terminated by MDHS, in whole or in part, at any time, by giving written notice to the other party of such termination and specifying the effective date thereof, at least 30 days before the effective date of such termination. In the event of termination, Subgrantee shall be entitled to receive only reimbursement for allowable

expenses incurred to the date of termination. In no event shall such expenses exceed the maximum amount payable under this Subgrant.

**B. TERMINATION CLAIM**

Within 30 days after receipt of a Notice of Termination, the Subgrantee shall submit to MDHS its termination claim, in the form prescribed by MDHS.

In the event of termination of this Subgrant as provided herein, Subgrantee shall be entitled to receive just and equitable compensation for services or performances actually and satisfactorily performed, prior to the effective date of termination, under this Subgrant. Such compensation shall be based upon the payment provisions described in number five (5) of the Subgrant Agreement (Consideration and Method of Payment), but, in no case, shall said compensation exceed the total amount of this Subgrant.

Subgrantee shall be liable to MDHS for damages sustained by MDHS by virtue of any breach of this Subgrant by Subgrantee, and MDHS may withhold any payments to Subgrantee for the purpose of setoff until such time as the exact amount of damages due to MDHS from Subgrantee are determined. The rights and remedies of MDHS provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law or in equity.

**C. TERMINATION FOR DEFAULT**

Unless the Subgrantee's default or breach of this subgrant is excused by MDHS, MDHS may by written notice of default to the Subgrantee terminate the whole or any part of this Agreement if the Subgrantee has failed to carry out its obligations hereunder and has not remedied or taken appropriate steps to remedy the default.

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

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

The rights and remedies of MDHS provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Subgrant.

If the Subgrantee fails to comply with any of the covenants, terms, or stipulations of this Subgrant, whether stated in a federal statute or regulation, an assurance, in the State Plan or application, a notice of award, or elsewhere, MDHS may take any of the following actions:

- a. Issue a warning letter that further failure to comply with such covenant, term, or stipulation will result in a more serious sanction or action;
- b. Condition a future Subgrant;
- c. Direct the Subgrantee to stop the incurring of costs with Subgrant amounts;
- d. Require that some or all of the Subgrant amounts be remitted to MDHS;
- e. Reduce the level of funds the Subgrantee would otherwise be entitled to receive;
- f. Elect not to provide future Subgrant funds to the Subgrantee until appropriate actions are taken to ensure compliance;
- g. Wholly or partly suspend or terminate the current award of funds to the Subgrantee; or
- h. Suspend payments upon notification that Subgrantee is bankrupt or receives tax lien of any type, regardless of the reason.

**D. TERMINATION BECAUSE OF CIRCUMSTANCES BEYOND THE CONTROL OF THE PARTIES**

If either party is rendered unable, wholly or in part, by reason of strikes, accidents, acts of God, weather conditions or other acts beyond its control and without its faults or negligence, to comply with its obligations under this Subgrant, then, such party shall have the option to cancel, upon the giving of written notice, this Agreement, in whole or part as the case may warrant.

**E. AVAILABILITY OF FUNDS**

It is expressly understood and agreed that the obligation of MDHS to proceed under this Agreement is conditioned upon the availability of funds, appropriation of funds by the Mississippi State Legislature and the receipt of federal and state funds. In the event that the funds anticipated for the fulfillment of the Agreement are at any time, not forth coming 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 Agreement, MDHS, Division of Early Childhood Care & Development, shall have the right to immediately terminate this Agreement, without damage, penalty, cost, or expense to MDHS of any kind whatsoever. The ultimate decision as to whether or not funds continue to be available for the performance of this Agreement lies solely with MDHS.

**COMPLIANCE WITH LAWS, RULES, AND REGULATIONS**

**A. SUSPENSION OF PAYMENTS**

MDHS shall provide Subgrantee with ten (10) days' written notice of MDHS' intent to suspend reimbursements or payments under this Subgrant. The notice shall set forth the facts and circumstances upon which MDHS is relying in initiating the suspension. The Subgrantee shall have the right, upon written request within the ten (10)-day notice period, to an informal review before the DECCD Director to show cause or explain away the alleged noncompliance.

Upon suspension, MDHS shall have fifteen (15) working days to complete its investigation of the Subgrantee's alleged noncompliance. Upon the expiration of the fifteen (15) days, MDHS shall notify the Subgrantee, in written form, of its intent to formally terminate the present Subgrant or resume payments per the terms and conditions of this Subgrant. Shall MDHS determine that the present Subgrant is to be terminated; the Subgrantee shall be notified in a manner which complies with the provisions for such, per the terms of this Subgrant, the 2012 MDHS Subgrant/Contract Manual, and the Mississippi Department of Human Services' Procedures for Hearing Contested Cases, as amended.

**B. SUBORDINATION OF SUBGRANT TO FEDERAL LAWS AND REGULATIONS**

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

**C. RESTRICTIONS ON THE USE OF FUNDS**

It is understood and agreed by the parties that funds provided under grants or contracts to providers may not be expended for any sectarian purpose or activity, including sectarian worship or instruction. For sectarian agencies, funds may be expended for minor remodeling only if necessary to bring the facility into compliance with the health and safety requirements.

**D. GOVERNING LAWS AND LEGAL REMEDIES**

This Subgrant shall be construed and governed in accordance with the laws of the State of Mississippi. Subgrantee expressly agrees that under no circumstances shall MDHS be

obligated to pay an attorney's fee or the cost of legal action to, or for, the Subgrantee.

**E. MISSISSIPPI DEPARTMENT OF HUMAN SERVICES  
SUBGRANT/CONTRACT MANUAL**

The Subgrantee agrees to comply with, and require their subcontractors to comply with, all Mississippi Department of Human Services' policies and guidelines as set forth in the 2012 MDHS Subgrant/Contract Manual.

**F. SUBGRANTEE'S APPROVED SCOPE OF SERVICES**

The Subgrantee agrees to provide and maintain, on a continuing basis through the effective term of this Subgrant and agreement, those services to be rendered under the specified Grant program provided by Subgrantee, prescribed in Subgrantee's Scope of Services. Subgrantees determined to be at risk of failing to meet the requirement of the Scope of Services and the General Terms and Provisions may be subject to special reporting requirements.

**G. SUBGRANT/CONTRACT SIGNATURE SHEET**

The Subgrantee agrees to comply with all the terms and conditions included in the Subgrant/Contract Signature Sheet attached hereto and incorporated herein.

**H. INCLUSION OF ALL TERMS AND CONDITIONS**

This Subgrant and any documents or attachments referenced herein contain all the terms and conditions agreed upon by the parties. No other understanding, oral or otherwise, regarding the subject matter of this Subgrant shall be deemed to exist or bind any of the parties hereto.

**AGREEMENTS BY SUB GRANTEE**

**A. SUBCONTRACTORS**

It is understood and agreed that the Subgrantee may enter into agreements or subcontracts with eligible entities (hereinafter sometime referred to as Subgrantee's Contractor/Subcontractor) for the provision of the services required under this Agreement. Any and all such agreements or subcontracts shall include all of the terms and conditions of this Agreement. Subgrantee agrees that it shall require all of its subcontractors to comply with all local, municipal and county health, safety and other ordinances and requirements and with all applicable federal and State laws, statutes, and regulations, the same as apply to the Subgrantee herein. The agreements/subcontracts shall include assurances that services will be provided to all eligible persons, regardless of potential participant's race, color, religious beliefs/practices, creed, age, national origin, sex, or mental or physical disability. The Subgrantee and its

Contractors/Subcontractors cannot, on the basis of race, color, religious beliefs/practices, creed, age, national origin, sex, or mental or physical disability, treat one person differently from another in determining eligibility, benefits or services provided, or applicable.

The Subgrantee, however, shall be fully responsible for the performance of its Contractors/Subcontractors.

Copies of all subcontracts, agreements, and modifications thereto shall be forwarded to MDHS, Division of Early Childhood Care & Development.

**B. LIABILITY OF SUBCONTRACTORS**

Subgrantee agrees that in any agreement or subcontract for the provision of the services covered by this Agreement, it shall require that the contractor or subcontractor release 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 attorneys' fees, arising out of or caused by the Contractor or Subcontractor and/or its officers, agents, employees, and volunteers in the performance of such services.

**C. ADMINISTRATIVE CHARGES**

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

**D. LIABILITY**

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

**E. BOND/INSURANCE**

Subgrantee represents that it will maintain Workers' Compensation Insurance as prescribed by law which shall inure to the benefit of all Subgrantee's personnel provided hereunder, comprehensive general liability, and Employee Dishonesty Bond. Subgrantee will furnish MDHS with a copy of the bond providing coverage at 25% of the total

federal and/or State award.

## **F. REPORTING**

- 1. MONTHLY REPORTS:** Subgrantee agrees to provide reports and/or information within ten (10) calendar days after the close of each month, or as directed previously in this document. Such reports shall be complete for the period concerned and shall contain information concerning populations served, catchment areas, administrative costs, if any, direct and indirect costs of any nature expended in the performance of this Subgrant, units of service, and other sufficient data to provide evidence of budget and programmatic compliance as required by this Subgrant.
- 2. TERMINATION REPORTS:** Subgrantee shall furnish MDHS a written termination report within ten (10) calendar days from the termination date unless additional time is granted by MDHS for the purpose of audits, examinations, or other reasons. The termination report shall include information as set forth in Subsection A of this Section and any other data required by MDHS to furnish evidence of financial and programmatic compliance.
- 3. FINAL FISCAL REPORT:** The Subgrantee agrees to provide a final fiscal reporting worksheet, along with closeout report, to MDHS within forty-five (45) days after the ending of this Subgrant. These fiscal documents will be used for the purpose of reconciling this Subgrant to the actual expenditures for activities and services rendered, not to exceed the maximum liability as set forth in this RFP: Any funds paid by MDHS to Subgrantee and not expended for activities or contracted services under this Subgrant or funds expended in violation of this Subgrant shall be considered MDHS' funds and shall be returned to MDHS in full. Where deemed appropriate by MDHS and accepted by the Subgrantee, a reduction may be allowed in future payments under future Subgrants by a total amount equal to the amount disallowed or deferred or by other methods approved by MDHS.

Subgrantees who fail to meet the closeout deadline, as outlined in the 2012 MDHS Subgrant/Contract Manual, will be disqualified from future funding consideration.

## **ALTERATION OR MODIFICATION OF SUBGRANT**

All modification requests shall be submitted in accordance with established Policies and Procedures. Any alteration, variation, modification, or waiver of any provisions of this Subgrant shall become binding on both parties only when the agreement of the parties has been reduced to writing and duly executed. Any line item transfer of funds shall be submitted to MDHS on a Subgrant modification form, along with a budget narrative and shall receive MDHS' prior approval before any such transfer may be affected.

## **SEVERABILITY**

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

## **ASSIGNMENT**

- A. The rights, privileges, benefits, and obligations created by this Subgrant and by operation of law extend to and accrue and are obligatory upon the parties hereto, their personal or real representatives, and successors.
- B. Subgrantee shall not assign or otherwise transfer the obligations incurred on its part pursuant to the terms of this Subgrant without the prior written consent of MDHS. Any attempted assignment or transfer of its obligation without such consent shall be wholly void. MDHS does reserve, however, the exclusive right to direct the Subgrantee to assign and/or transfer this Subgrant when such course of action is mandated by the federal grantor agency. In the event that such a transfer or assignment is directed by MDHS, MDHS further reserves the right to ensure adequate and proper arrangement of such transfer to assure continued, effective performance of the purposes for which the parties entered into this Subgrant.

## **MISCELLANEOUS**

### **A. MAXIMUM LIABILITY**

Irrespective of any other provisions of their Subgrant, its attachments, laws, and regulations made a part hereof by reference, or the obligation of the Subgrantee, the liability of payment by MDHS to Subgrantee of federal and/or State funds shall be limited to an amount not to exceed the maximum sum as set forth in number five (5) of the Subgrant Agreement (Consideration and Method of Payment) in consideration of all of the activities and services provided pursuant to this Subgrant unless specifically increased in accordance with Section VIII.

### **B. EQUIPMENT AND SUPPLIES**

Equipment and/or supplies purchased, in whole or in part, with funds provided by MDHS shall be and remain the property of MDHS. Said equipment and/or supplies shall be accounted for, maintained, and disposed of in accordance with MDHS' directives, policies, and procedures as set out in the 2012 MDHS Subgrant/Contract Manual, which is incorporated herein by reference, and DECCD Policy. Subgrantees who desire to continue using equipment after the expiration date of the Subgrant period shall submit a written request to the Director of the Division of Early Childhood Care & Development. The request shall include the Inventory Control List of each piece of equipment

purchased under the Subgrant, its description, the year purchased, original purchase value, serial number (if applicable), and MDHS inventory number (if applicable). The deadline for the equipment retention request is the same as for the closeout package. The DECCD Director shall approve or deny the request in writing. If the request is denied, or if the Subgrantee fails to meet the closeout deadline, MDHS will retrieve the equipment as soon as possible after the Subgrant ends. Subgrantee shall be responsible for the cost of removal of any outdoor playground equipment placed in cement.

All property or equipment purchased, in whole or part, with funds provided by MDHS shall be held in trust by the Subgrantee as trustee for MDHS and shall not be encumbered without the written approval of MDHS. The Subgrantee shall record liens or other appropriate notices of record that property or equipment has been acquired or, where applicable, improved with funds provided by MDHS, and that the use and disposition of such property or equipment are prescribed by the 2012 MDHS Subgrant/Contract Manual.

**C. LIMITATION OF MDHS' AND SUBGRANTEE'S OBLIGATION TO FEDERAL AND/OR STATE FUNDS ACTUALLY AVAILABLE**

MDHS' and Subgrantee's liability for allocations under this Subgrant shall be limited to federal and/or State funds actually available. MDHS shall be the final authority as to the availability of such funds.

**RECORDS AND AUDITS**

**A. MAINTENANCE OF RECORDS**

Subgrantee shall establish and maintain financial and programmatic records, supporting documents, statistical records and other records as may be necessary to reflect the performances of the provisions of this Agreement.

**B. FISCAL REQUIREMENTS AND AUDIT**

Subgrantee shall establish such fiscal control and fund accounting procedures, including internal auditing procedures, as may be necessary to assure the proper disbursement of and accounting for funds in accordance with this Agreement, the Single Audit Act Amendments of 1996 (31 U.S.C. Sections 7501-7507) and revised United States Office of Management and Budget (OMB) Circular A-133. The Subgrantee shall keep, maintain and present to MDHS, as required, necessary and proper vouchers, documentation and such other reports as may be required to support the expenditure of funds pursuant to this Agreement, and the Subgrantee shall keep and maintain bookkeeping and accounting records and procedures as the same may be established and approved by MDHS. The Subgrantee's records shall be sufficient to allow MDHS to audit and monitor the Subgrantee's operation of its program and sufficient to permit the preparation of reports required by the Single Audit Act and the statutes authorizing this sub grant. These records shall be set up in accordance with Generally Accepted

Accounting Principles, MDHS' Fiscal Accountability Guidelines, and OMB Cost and Accounting Standards.

**C. INDEPENDENT AUDIT**

Audits shall be made by an independent auditor in accordance with the Single Audit Act Amendments of 1996, revised OMB Circular A-133, and generally accepted government standards covering financial audits.

The Subgrantee, by signature affixed herein, agrees that within forty-five (45) days of the expiration of this Subgrant, an independent financial audit may be performed in order to comply with OMB Circular A-133. No independent fiscal audit will be reimbursed in whole or in part by MDHS unless the Subgrantee is specifically required by MDHS to engage the services of an independent audit firm. MDHS reserves the right to select the audit entity under this provision. Subgrant Slots may be exempted by MDHS.

**D. AUDIT FINDINGS**

Subgrantee shall receive, reply to and resolve any state and/or federal programmatic exceptions related to this Agreement and/or any of the Subgrantee's Contractors/Subcontractors.

**DISPUTES**

Any dispute concerning a question of fact under this Subgrant which is not disposed of by agreement of the parties hereto shall be decided by the Director of the Division of Early Childhood Care & Development. This decision shall be reduced to writing and a copy thereof mailed or furnished to the Subgrantee and shall be final and conclusive, unless, within thirty (30) days from the date of the decision, Subgrantee mails or furnishes to the Executive Director of the Mississippi Department of Human Services a written request for review. Pending final decision of the Executive Director or his designee, the Subgrantee will proceed in accordance with the decision of the Director of the Division of Early Childhood Care & Development.

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

**SUPPLANTING**

Funds received under this Subgrant shall be used only to supplement, not supplant, the amount of

federal and/or State, and local funds otherwise expended for the support for child care services and related programs.

## **WAIVER**

Failure of either party hereto to insist upon strict compliance with any of the terms, covenants, and conditions of this Subgrant 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 Subgrant.

## **RECORD RETENTION AND ACCESS TO RECORDS**

It is specifically understood and agreed that the Subgrantee shall provide MDHS with readily accessible and full opportunity to conduct program and/or fiscal monitoring and auditing (including through on-site visits to the Subgrantee's premises) of the Subgrantee's performance under this Agreement. MDHS, any State agency authorized to audit MDHS, the federal grantor agency, and the Comptroller General of the United States or any of their duly authorized representatives shall have the right of access to any books, documents, papers or other records of the Subgrantee that are pertinent to the services performed under this Agreement in order to make audit, examination, excerpts and/or transcripts. These records shall be retained 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 (3) year period, or if audit findings, litigation or other legal action has not been resolved at the end of the three (3) year period, the records shall be retained until resolution.

## **PATENTS AND COPYRIGHTS AND RIGHTS IN DATA**

### **A. PATENTS**

This Agreement is not awarded for the purposes of experimental, developmental or research projects. Should the activities of Subgrantee and/or its Contractors/Subcontractors include experimental, developmental or research projects, this Agreement shall be promptly amended to include the standard patent right clauses required by 35 U.S.C. Section 202 as amended by Public Law 98-620 and 37 CFR Part 401, "Right to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any other provisions required by applicable state and/or federal laws, rules, or regulations.

### **B. COPYRIGHTS AND RIGHTS IN DATA**

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

- (1) The copyright in any work developed under this Agreement or under any other agreement or contract under this subgrant Agreement; and

(2) Any rights of copyright to which the Subgrantee or any Subgrantee's Contractor/Subcontractor purchases ownership with sub grant support or funds provided under this Agreement.

Subgrantee hereby assigns to MDHS all rights, title, and interest in any and all materials conceived or created by the Subgrantee, and/or its employees, agents, contractors, or subcontractors, either individually or jointly with others and which arise out of the performance of this Agreement, including any computer programs, systems, designs, source code, work papers, operating instructions, and all other information, documents, and work in whatever form. All work papers, cards, magnetic tapes, disk packs, or other storage media, temporary and/or permanent, containing programs and/or other information of any kind relating to this Agreement shall be available, upon request, to MDHS or its representative(s) for review, inspection, and if desired, reproduction. Such information and documents shall be delivered to MDHS on MDHS' request therefore. Subgrantee shall maintain all master programs and master data files in a completely secure manner. Such programs and files shall be identified by program and file name.

## **OWNERSHIP OF DOCUMENTS AND WORK PRODUCTS**

All property purchased and all data, documents, notes, programs, books, databases (and all applications thereof), files, reports, studies, unfinished documents, and/or other material collected or prepared by Subgrantee in connection with this Subgrant shall be owned by MDHS upon completion or termination of this Subgrant. MDHS hereby reserves all rights to the database and all applications thereof and to any and all information and/or material prepared in connection with this Subgrant.

Except as otherwise provided by these General Terms and Provisions, the Subgrantee is prohibited from use of the above-described information and/or material without the express written approval of MDHS.

All printed mention, materials, deliverable products, publicity, and other documents and reports distributed by the Subgrantee as a result of this Subgrant, regardless of its form, shall give funding source credit to the Division of Early Childhood Care & Development, Mississippi Department of Human Services. DECCD shall be provided a copy of the aforesaid documents and reports.

## **CONFLICT OF INTEREST**

Subgrantee shall ensure that there exists no direct or indirect conflict of interest in the performance of this subgrant and/or performance by any of the Subgrantee's Contractors/Subcontractors. Further, Subgrantee warrants that no part of any federal or state money shall be paid directly or indirectly to an employee or official of MDHS as wages, compensation or gifts in exchange of acting as an officer, agent, employee, subcontractor, or consultant to the Subgrantee in connection with any work contemplated or pertaining to this subgrant or Agreement. Subgrantee shall strictly comply with all conflict of interest provisions or

standards of conduct provisions contained in the 2012 MDHS Subgrant/Contract Manual or any applicable state, federal, or local law, rule, or regulation.

## **INDEMNIFICATION**

Subgrantee 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 attorneys' fees, arising out of or caused by the Subgrantee and/or its agents, employees, volunteers, contractors or subcontractors in the performance of this Agreement. The Subgrantee shall fully indemnify and repay MDHS any amounts provided hereunder that are found not to have been expended according to this Agreement or any amounts or costs that are disallowed by federal grantor and/or by MDHS.

## **INSURANCE**

Subgrantee represents that it will maintain workers' compensation insurance as required by law, which shall inure to the benefit of all Subgrantee's personnel performing services under this Agreement, employee fidelity bond insurance in an amount equal to twenty-five percent (25%) of funds awarded hereunder, and comprehensive general liability insurance. Subgrantee will furnish to MDHS with a certificate of insurance providing the aforesaid coverage, prior to the commencement of performance under this Agreement. All insurance policies required under this Section shall be issued by an insurance company or companies licensed to do business in the State of Mississippi and shall be acceptable to MDHS. The insurance required by this Section shall be maintained at all times during the course of this Agreement for the entire period thereof and MDHS shall be given written notice by registered mail at least thirty (30) days in advance if any adverse modification or termination of any insurance.

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

Subgrantee shall comply with all applicable policies and procedures of MDHS and all applicable federal, state, and/or local laws, rules, regulations, directives, and guidelines that are now applicable or later made applicable to this Agreement. Particularly, but without limitation through inclusion, Subgrantee shall comply with the 2012 MDHS Subgrant/Contract Manual.

## **GOVERNING LAWS AND LEGAL REMEDIES**

This Agreement shall be construed and governed in accordance with the laws of the State of Mississippi. Subgrantee expressly agrees that under no circumstances shall MDHS be obligated to pay an attorney's fee or cost of legal action to Subgrantee.

## **CERTIFICATION OF COMPLIANCE AND ASSURANCES**

This Agreement is also subject to the Standard Assurances, Certifications Regarding Lobbying, Debarment, Suspension and other Responsibility Matters; and Drug-Free Workplace Requirements; MDHS' Certification Regarding Unresolved Monitoring Findings, Unresolved Audit Findings; and Litigation Occurring Within the Last Three (3) Years; the Certification of Adequate Fidelity Bonding; and the Board Member's notification of Liability, attached hereto.

## **E-VERIFY CLAUSE**

Subgrantee represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act (Senate Bill 2988 from the 2008 Regular Legislative Session) 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. Subgrantee agrees to maintain records of such compliance and, upon request of the State, to provide a copy of each such verification to the State. Subgrantee 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. Subgrantee understands and agrees that any breach of these warranties may subject Subgrantee 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 Subgrantee 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 termination/cancellation, Subgrantee would also be liable for any additional costs incurred by the State due to contract cancellation or loss of "license or permit".

**STATE OF MISSISSIPPI  
DEPARTMENT OF HUMAN SERVICES**

**REQUEST FOR PROPOSALS**

**Early Childhood Service Delivery System**

**EXHIBIT A**

**Exhibit A includes:**

- **Cover Sheet**

**Mississippi Department of Human Services  
Early Childhood Service Delivery System**

***Proposal Cover Sheet***

Agency: \_\_\_\_\_

For Office Use  
Proposal Number \_\_\_\_\_

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

**1. Organization** \_\_\_\_\_

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

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

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

**Fax:** (\_\_\_\_) \_\_\_\_\_

**Email:** \_\_\_\_\_

**2. Executive Officer** \_\_\_\_\_

**3. Organization's tax ID#** \_\_\_\_\_

**4. Amount of Funding requested:** \_\_\_\_\_

**5. Person to contact regarding this Proposal:**

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

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

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

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

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

**7. Service Area: List Counties:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Indicate if this organization is minority or women-owned (FOR CLASSIFICATION PURPOSES ONLY):**

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

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

---

**Authorized Representative (No stamped signature )**

---

**Date**

**STATE OF MISSISSIPPI  
DEPARTMENT OF HUMAN SERVICES**

**REQUEST FOR PROPOSALS**

**Early Childhood Service Delivery System**

**EXHIBIT B**

**Exhibit B includes:**

- **Board Member's Notification of Liability**
- **Standard Assurances and Required Certifications**

**Mississippi Department of Human Services  
Board Member's Notification of Liability**

MDHS assumes no liability for actions of the Subgrantee or its employees, agents or representatives under this Subgrant. Subgrantee agrees to indemnify, defend, save and hold harmless 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 Subgrantee and/or its agents, employees, contractors, or subcontractors, in the performance of this Subgrant. The Subgrantee acting through its Board of Directors assumes liability in the event the Subgrantee misuses funds or fails to perform according to the provisions of the Subgrant. The Subgrantee shall notify each Board member, in writing, within 15 days of receiving the executed Subgrant of this requirement, and the Subgrantee shall sign a statement of this effect prior to receiving funds under this subgrant.

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

Signature of Entity's Director \_\_\_\_\_

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

Organization: \_\_\_\_\_

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

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

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

## OVERVIEW

Each Subgrantee and any lower-tier subrecipient must assure that it will comply with the regulations, policies, guidelines, and requirements imposed by the Federal grantor agency and MDHS. The MDHS Subgrantee must also ensure that any lower-tier subgrants it issues through funds received from MDHS will require the lower-tier subrecipient to comply with these same regulations. The assurances listed in this section may not be applicable to a particular project or program, and there may be additional assurances required by certain Federal awarding agencies.

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

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

## STANDARD ASSURANCES

The Subgrantee assures that it:

1. Has the legal authority to apply for and receive the subgrant; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the subgrantee's governing body, authorizing the subgrant, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the Subgrantee to act in connection with the subgrant and to provide such additional information as may be required;
2. Shall give MDHS, the State Auditor's Office, the Federal grantor agency, and the Comptroller General, or any of their authorized representatives, access to and the right to examine and copy all records, books, papers, documents, or items related to the subgrant;
3. Shall establish and maintain both fiscal and program controls and accounting procedures in accordance with Generally Accepted Accounting Principles and Federal grantor agency and MDHS directives; and will keep and maintain such books and records for audit by MDHS, by the Federal grantor agency, by the State Auditor, or by their authorized representatives; and will maintain all such records, books, papers, documents, or items for a period of at least three (3) years from the date of submission of the final reporting worksheet, or, if any litigation, claim, audit, or action has begun before the expiration of the three-year period, will retain all such items until the completion of the action and

resolution of all issues involved or until the end of the regular three-year period, whichever is later;

4. Shall comply with the Single Audit Act Amendments of 1996;
5. Shall establish safeguards to prohibit employees from using their positions for a purpose that constitutes, or presents the appearance of, personal or organizational conflict of interest, or personal gain;
6. Shall comply with all Federal and State statutes relating to discrimination, including, but not limited to:

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

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

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

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

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

Section 504 of the Rehabilitation Act of 1973, prohibiting discrimination on the basis of handicaps;

Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990);

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

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

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

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

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

7. Shall ensure that buildings and facilities owned, occupied, or financed by the United States government are accessible to and usable by physically handicapped persons in accordance with the Architectural Barriers Act of 1968;
8. Shall comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970, which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally assisted programs. These provisions apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases;
9. Shall comply with the provisions of the Hatch Act, as amended, which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds;
10. Shall comply, as applicable, with the provisions of the Davis-Bacon Act, the Copeland Act, and the Contract Work Hours and Safety Standards Act, regarding labor standards for federally assisted construction subagreements;
11. Shall conform with Executive Order (EO) 11246, entitled "Equal Employment Opportunity," as amended by EO 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60) and will incorporate an equal opportunity clause in federally assisted construction contracts and subcontracts;
12. Shall comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act;
13. Shall comply with the Intergovernmental Personnel Act of 1970 relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration; and
14. Shall comply, if applicable, with Section 102(a) of the Flood Disaster Protection Act of 1973, which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more;
15. Shall comply with the Lead-Based Paint Poisoning Prevention Act, which prohibits the use of lead-based paint in construction or rehabilitation of residence structures;

16. Shall assist the Federal grantor agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended; EO 11593; and the Archaeological and Historic Preservation Act of 1974;
17. Shall comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 and EO 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in flood plains in accordance with ED 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972; (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176 of the Clean Air Act of 1955, as amended; (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended; (h) protection of endangered species under the Endangered Species Act of 1973, as amended; (i) Section 6002 of the Resource Conservation and Recovery Act; and (j) the Coastal Barriers Resources Act;
18. Shall comply with the Wild and Scenic Rivers Act of 1968 related to protecting components or potential components of the national wild and scenic rivers system;
19. Shall comply with Public Law (PL) 93-348 regarding the protection of human subjects involved in research, development and related activities supported by this subgrant;
20. Shall comply with the Laboratory Animal Act of 1966 pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this subgrant;
21. Shall comply with Federal regulations regarding criteria for cost sharing or matching contributions;
22. Shall assure all funds received shall be used only to supplement services and activities that promote the purposes for which the grant is awarded, and not supplant, unless specifically authorized by the program regulations and the appropriate MDHS Division;
23. Shall provide certification regarding lobbying to comply with Section 319, PL 101-121 (31 USC 1352);
24. Shall provide the required certification regarding their exclusion status and that of their principals prior to the award in accordance with EOs 12549 and 12689 Debarment and Suspension;
25. Shall provide certification to comply with the Drug-Free Workplace Act of 1988;

26. Shall comply with The Privacy Act of 1974 (5 USC §552a) related to gathering and disclosure of information and documentation maintained on individuals;
27. Shall comply with all applicable requirements of all other Federal and State laws, Executive Orders, regulations, and policies governing the program(s) for which these monies are provided and with the terms and conditions of the Subgrant Agreement, including but not limited to all documentation/information required by the MDHS funding divisions for federal reporting purposes.
28. Will comply with all requirements of the Federal Funding Accountability and Transparency Act (FFATA). This includes providing the grantor a DUNS number and other information such as executive compensation data when required so the grantor can meet the reporting requirements of FFATA.

## **REQUIRED CERTIFICATIONS**

### **I. LOBBYING**

As required by Section 1352, Title 31 of the U.S. Code, the Subgrantee certifies that:

- No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;
- If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress, in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;
- The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

### **II. SUSPENSION AND DEBARMENT AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)**

As required by Executive Order 12549 and 12689, Suspension and Debarment--

- The Subgrantee certifies that it and its principals
  - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by a Federal department or agency;
  - (b) Have not within a three-year period preceding this subgrant been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
  - (d) Have not within a three-year period preceding this subgrant had one or more public transactions (Federal, State, or local) terminated for cause or default; and
- Where the Subgrantee is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this form.

### **III. DRUG-FREE WORKPLACE (SUBGRANTEES WHO ARE INDIVIDUALS)**

- The Subgrantee certifies that it will or will continue to provide a drug-free workplace by:
  - (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the subgrantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - (b) Establishing an on-going drug-free awareness program to inform employees about --
    - (1) The dangers of drug abuse in the workplace;
    - (2) The subgrantee's policy of maintaining a drug-free workplace;

- (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
  - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the work place.
- (c) Making it a requirement that each employee to be engaged in the performance of the subgrant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the subgrant, the employee will --
- (1) Abide by the terms of the statement; and
  - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying MDHS, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title to MDHS. Notice shall include the identification number(s) of each affected grant;

**IV. UNRESOLVED MONITORING FINDINGS;  
UNRESOLVED AUDIT FINDINGS;  
AND LITIGATION OCCURRING WITHIN THE LAST THREE (3) YEARS**

Identify any unresolved monitoring findings related to any programs that have been received by the Subgrantee during the last three (3) years and the status of each finding:

---



---



---

Identify any unresolved audit findings related to any programs received by the Subgrantee during the last three (3) years and the status of each finding:

---



---



---

Identify any litigation and/or administrative hearings that the Subgrantee, the Subgrantee's Senior Management, or Subgrantee's Directors have been involved in during the last three (3) years, including the outcome or disposition of the case:

---

---

---

**V. CERTIFICATION OF ADEQUATE FIDELITY BONDING**

Identify any and all types of bond coverage currently in force. Include the types of bond coverage; the officers or owners and employees covered; the period covered by the bond; and the limits of coverage assigned to each officer, owner, or employee and the total limit of the bond as applicable.

For Subgrantees/Contractors that have been unable to obtain fidelity bond coverage, describe in detail the efforts made to obtain fidelity bond coverage and the reason coverage has not been obtained.

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

SUBGRANTEE ADDRESS AND ANY OTHER ADDRESSES THE SUBGRANTEE HAS USED:

TYPED NAME AND TITLE OF THE SUBGRANTEE'S AUTHORIZED REPRESENTATIVE

As the authorized representative of the subgrantee, I hereby certify that the subgrantee will comply with the above certifications in items I, II, and III; the information provided items III, IV and V is true and complete to the best of my knowledge, and that the coverage and amounts specified shall be maintained throughout the effective period of the subgrant.

SIGNATURE OF SUBGRANTEE'S AUTHORIZED REPRESENTATIVE AND DATE:

Signature \_\_\_\_\_ Date \_\_\_\_\_

**STATE OF MISSISSIPPI  
DEPARTMENT OF HUMAN SERVICES**

**REQUEST FOR PROPOSALS**

**Early Childhood Service Delivery System**

**EXHIBIT C**

Exhibit C includes:

- Budget Information

## Mississippi Department of Human Services COST SUMMARY SUPPORT SHEET

### General

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

### Instructions

- (1) *Applicant Agency* Enter the name of the subgrantee.
- (2) *Subgrant Number* To be assigned by MDHS Division of Budgets and Accounting.
- (3) *Grant ID* To be provided by MDHS funding division.
- (4) *Beginning*  
Enter the start date for the subgrant period. If the Cost Summary Support Sheet is part of an application for funds, enter the proposed beginning date.
- (5) *Ending*  
Enter the date the subgrant period expires. If the Cost Summary Support Sheet is part of an application for funds, enter the proposed ending date.
- (6) *Activity* Enter the activity as listed in Item 8 of the Budget Summary.
- (7) For MDHS use only.
- (8) *Budget Category*  
Enter each budget category exactly as authorized in the subgrant. The budget categories that may be used are:
  - a. Salaries
  - b. Fringe Benefits
  - c. Travel
  - d. Contractual Services
  - e. Commodities
  - f. Capital Outlay-Equipment
  - g. Capital Outlay - Other
  - h. Subsidies/Loans/Grants
  - i. Indirect Cost
- (9) *Budget Amount*  
In the appropriate column, enter the amount in each line item to be paid' from federal funds and from all other funding sources (i.e., state/local/private funds, in-kind match, or program income)

**MISSISSIPPI DEPARTMENT OF HUMAN SERVICES  
 COST SUMMARY SUPPORT SHEET**

<b>1. Applicant Agency</b>							
<b>2. Subgrant Number</b>		<b>3. Grant ID</b>		<b>4. Beginning Date</b>		<b>5. Ending Date</b>	
<b>6. Submitted as part of: (check one)</b> <b>A. Funding Request ( )    B. Modification ( )    Modification Effective Date:</b>							
<b>7. For MDHS Use Only</b>	<b>8. Budget Activity</b>	<b>Funding Sources</b>					
		<b>Federal</b>	<b>State</b>	<b>Local</b>	<b>Program</b>	<b>In-Kind</b>	<b>Total</b>
	<b>TOTAL</b>						



# **REQUEST FOR PROPOSALS**

## **Early Childhood Service Delivery System**

### **EXHIBIT D**

Exhibit D includes:

- MDHS Subgrant/Contract Manual Acceptance Form

**MDHS SUBGRANT/CONTRACT MANUAL ACCEPTANCE FORM  
REVISED DECEMBER 17, 2013**

**MDHS Subgrant/Contract Manual Acceptance Form**

Subgrant/Contract Manual Coordinator

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

---

As duly authorized representative of the \_\_\_\_\_  
\_\_\_\_\_, I certify that said organization will comply with the above provisions and that I have accessed as of this date, a copy of the 2012 Mississippi Department of Human Services Subgrant/Contract Manual.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Organization

# **REQUEST FOR PROPOSALS**

## **Early Childhood Service Delivery System**

### **EXHIBIT E**

Exhibit E includes:

- Pre-Proposer's Statement of Acknowledgement

**Division of Early Childhood Care & Development  
Mississippi Department of Human Services**

***Pre-Proposer's Statement of Acknowledgment***

I understand and acknowledge that my signature on the attached Subgrant Signature Sheet, Subgrant Agreement, and other documents and exhibits does not constitute a subgrant until same is approved and signed by the Executive Director of the MDHS, who is that agency's official signature authority.

I further understand and acknowledge that the Executive Director of MDHS may direct the Division of Early Childhood Care & Development, MDHS, to reject any or all applications.

Name\_\_\_\_\_

Organization\_\_\_\_\_

Date\_\_\_\_\_

Witness\_\_\_\_\_

Organization\_\_\_\_\_

Date\_\_\_\_\_

# **REQUEST FOR PROPOSALS**

## **Early Childhood Service Delivery System**

### **EXHIBIT F**

Exhibit F includes:

- Subgrantee Depository Information

**Division of Early Childhood Care & Development  
Mississippi Department of Human Services**

*Subgrantee Depository Information*

I \_\_\_\_\_ of \_\_\_\_\_ (subgrantee organization) hereby acknowledge and understand that per Section XII.E of Exhibit B of my Subgrant with the Division of Early Childhood Care & Development (DECCD), Mississippi Department of Human Services, disbursement of funds under this Subgrant shall not be made until I submit in writing the name and address of the financial institution which shall act as depository for funds, along with the specific account number(s) that will be used in expenditure of the Subgrant funds. Therefore, I am providing the following information to DECCD: the name, address, and bank account number which shall act as depository for funds that will be used in expenditure of the Subgrant funds.

Name of Bank \_\_\_\_\_

Address \_\_\_\_\_

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

Account Number \_\_\_\_\_

**STATE OF MISSISSIPPI  
DEPARTMENT OF HUMAN SERVICES**

**REQUEST FOR PROPOSALS**

**Early Childhood Service Delivery System**

**EXHIBIT G**

Exhibit G includes:

- Partnership Debarment Verification Form



**STATE OF MISSISSIPPI  
DEPARTMENT OF HUMAN SERVICES**

**REQUEST FOR PROPOSALS**

**Early Childhood Service Delivery System**

**EXHIBIT H**

Exhibit H includes:

- Scoring Rubric Information

Mississippi Department of Human Services  
Division of Early Childhood Care and Development  
**Early Childhood Service Delivery System**

Below are the statements used by Proposal Review Committee Members to evaluate proposals submitted in response to this Request for Proposals. Statements below are required in order to receive maximum points in each scoring section. Possible points for each section are in parentheses after the question name.

**Section I-Identification of Proposal and Proposal Reviewer.** (No points are awarded in this section)

**Section II-Scope of Services (Possible 400 Points)**

Category 1: System Services  
310 Possible Points

Timelines Required for Category 1 (10 pts.)

Early Learning (120 pts.-30 points for each of the following components)

- A. Professional Development
- B. Training and Technical Assistance
- C. Allies for Quality Care
- D. Quality Evaluation

Health/Mental Health/Nutrition (90 pts. -30 points for each of the following components)

- A. Child Assessments
- B. Nutrition Advisors/CACFP Support
- C. Health & Mental Health

Family Supports (90 pts. -30 points for each of the following components)

- A. Parent Education
- B. Parent Resources
- C. Parent/Teacher Conference Facilitators

Category 2: System Supports  
90 Possible Points

Timelines Required for Category 2 (10 pts.)

Infrastructure (10 pts.)

Consumer Contact Process (10 pts.)

TTA Credentialing (30 pts.)

Resource & Referral Sites (30 pts.)

**Section III-Automated Capabilities (Possible 5 Points)**

**Section IV Evaluation (Possible 15 Points)**

**Section V Professional Competency and Relevant Experience (Possible 15 Points)**

**Section VI Financial Component (Possible 15 Points)**

**Section VII Required Statements (Possible 10 Points)**

**STATE OF MISSISSIPPI  
DEPARTMENT OF HUMAN SERVICES**

**REQUEST FOR PROPOSALS**

**Early Childhood Service Delivery System**

**EXHIBIT I**

Exhibit I includes:

- Sample System Infrastructure

# System Overview







