

**STATE OF MISSISSIPPI
DEPARTMENT OF HUMAN SERVICES**

REQUEST FOR PROPOSALS

**Community Based Abstinence Education Program
Media Outreach**

**Release Date
July 24, 2009**

**Deadline for Submission of Proposals
August 27, 2009**

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MEDIA OUTREACH PROGRAM

SECTION I. INTRODUCTION

Purpose

The purpose of this Request for Proposals (RFP) is to solicit proposals from interested parties who can most effectively and cost-efficiently develop a marketing strategy that employs proven commercial marketing methods to promote the abstinence until marriage message and the benefits of making healthy choices to youth, ages 12-18, their parents/guardians, teachers, mentors and other government and local stakeholders in Mississippi. The strategy implemented shall be used to reduce at-risk behaviors (i.e., teen sexual activity and alcohol and drug abuse) that prevent youth from attaining their educational goals (high school diploma/GED and/or college degree) and becoming self-sufficient. Through active youth engagement, the subgrantee shall develop a marketing campaign on healthy relationships, abstinence until marriage education intervention to promote character development and reduce out of wedlock pregnancy and sexually transmitted diseases among youth.

The subgrant shall develop one 15 minute documentary to be viewed by schools, churches, youth groups and other government and local stakeholders; two TV and radio public service announcements (60 and 30 seconds) to target youth; two TV and radio public service announcements (60 and 30 seconds) to target parents/guardians; an abstinence education packet which contains materials informing the public about the “Just Wait” program and educating teens, parents/guardians, teachers, mentors and other government and local stakeholders and about teen at-risk teen behaviors and provides communication and preventive strategies for parents; and graphics for brochures, posters and billboards. Youth shall be given the opportunity to create messages for brochures, posters and billboards and develop scripts and taglines for TV and radio public service announcements (PSAs).

Graphic designs, promotional materials, video and other recordings, etc. created from this project shall become the property of MDHS and shall be reproduced for distribution to individuals and community/faith-based organization.

MDHS plans to fund one (1) subgrant for \$50,000 for this project.

Eligibility Criteria

The eligible organization shall be an advertising, marketing or consulting firm currently registered/qualified by the Mississippi Secretary of State, licensed to do business in the State of Mississippi and have an office in the State of Mississippi. The agency shall also have 5 or more years of experience in the advertising and marketing industry.

Funding

Community Based Abstinence Education (CBAE) funds shall be made available through the Mississippi Department of Human Services (MDHS), Division of Economic Assistance. Only on proposer may qualify to receive contractual grant award not to exceed **\$50,000 per year**. It is the intent of MDHS to enter into a subgrant for the period from October 1, 2009 through September 30, 2010, with an option to renew the grant each year for two consecutive years. MDHS reserves the right to terminate any contract at any time, subject to current subgrant provisions, and avail itself of any and all remedies available to protect its interest. Continuous annual funding is not guaranteed.

The total obligation of MDHS and the State of Mississippi for all services and performances required by the Request for Proposals (RFP) shall not exceed the balance of the funds that MDHS has on hand for the Mississippi CBAE Media Program contract.

MDHS reserves the right to reject any and all proposals at its discretion. No proposer may assume he/she has been awarded a Subgrant until the Subgrant is actually signed by MDHS' Executive Director. The successful proposer may not begin work on the Subgrant until it is signed by MDHS' Executive Director.

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

Funds under this proposal will be contingent upon the availability of federal funds, and adjustments may need to be made in the **Consideration and Method of Payment** section of any negotiated subgrant once the level of federal funding is determined. Should funds continue to be made available to MDHS for the operation of the "Just Wait" CBAE program, MDHS intends to renew agreements with the provider delivering satisfactory services on an annual basis. However, renewal and the amount of funds awarded will be at the sole discretion of MDHS with no guarantee of continued 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 proposer must ensure that MDHS is satisfied with the services being provided.

The closing date for proposal submission is no later than 4:30 p.m., on August 27, 2009.

The total obligation of MDHS and the State of Mississippi for all services and performances required by this Request for Proposals (RFP) shall not exceed the balance of the funds that MDHS has on hand for the CBAE evaluation subgrant.

Funding Restrictions

CBAE funds cannot be used to construct or purchase buildings or facilities; purchase equipment, real estate or be expended for sectarian instruction, worship, prayer or proselytization purposes. Funds cannot be used for stipends or incentives. Nothing in this announcement restricts the ability of MDHS to make no awards, multiple awards or to make a lesser or greater award(s).

Federal funds are for services rendered only and not for startup costs. CBAE funds shall not be used to construct or purchase buildings or facilities; purchase real estate; make permanent improvement of property; provide medical services which includes medical counseling; provide cash payments, vouchers, or other forms of benefits designed to meet a family's ongoing basic needs (e.g., food, clothing, shelter, utilities, household good, personal care items, and general incidental expenses); provide residential care, rehabilitative services or services to children in the juvenile justice system; pay for expenditures for out-of-state activities; pay incentives for staff members and volunteers; or be expended for sectarian instruction, worship, prayer or proselytization purposes. The grant shall not be used to purchase equipment.

As required by the Office of Management and Budget, OMB Circular A-87 (Revised), funds cannot be used to pay for entertainment costs, including amusement, diversion, and social activities and any costs directly associated with such costs (i.e., tickets to shows or sports events, meals, lodging, rental, transportation, and gratuities).

Administrative costs in connection with any of these activities are subject to a 15% limitation.

Program Access

Successful Proposers shall allow youth, between the ages of 12-18, to participate in this project regardless of race, color, religious beliefs/practices, creed, age, national origin, sex, or mental or physical disability. Proposers shall not, 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 when selecting youth for participation in the project.

SECTION II. RFP PROCESS

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

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

A. Procurement Schedule

The schedule for this procurement is as follows:

MDHS/Economic Assistance issues RFP	July 24, 2009
MDHS/Economic Assistance receives all requests for clarification in writing from potential proposals	<u>August 4, 2009, 5:00 p.m.</u> <u>(Central Time)</u>
MDHS/Economic Assistance responds in writing to clarification requests	No later than August 10, 2009
<u>Letter of Intent (Mandatory)</u>	<u>August 19, 2009, 5:00 p.m.</u> <u>(Central Time)</u>
Deadline for submission of proposals	August 27, 2009, 4:30 p.m. <u>(Central Time)</u>
Proposal Opening Date	August 27, 2009
MDHS/Economic Assistance begins Evaluation of Proposals	August 28, 2009
Notification to Proposers	September 28, 2009
Proposed Starting Date of Contractual Services	October 1, 2009

Proposed Period of Performance

**October 1, 2009 through
September 30, 2010**

NOTE: MDHS reserves the right to amend this schedule in the best interest of MDHS.

B. Response to Proposers' Questions

All questions and inquiries shall be received in writing no later than **August 4, 2009, 5:00 p.m. Central Time**. Questions shall be addressed to **Cheryl Sparkman, Director, Division of Economic Assistance, Mississippi Department of Human Services**. Questions can be hand-delivered to 750 North State Street, Jackson, Mississippi 39202, mailed to Post Office Box 352, Jackson, Mississippi 39205-0352 or emailed to cheryl.sparkman@mdhs.ms.gov. Questions can also be faxed to (601) 359-4435. MDHS shall 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 shall mail written responses to all potential Proposers no later than **August 10, 2009**.

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

MDHS reserves the right to reject any and all proposals at its discretion. No proposer may assume he/she has been awarded a Subgrant until the Subgrant is actually signed by MDHS' Executive Director. The successful proposer may not begin work on the Subgrant until it is signed by MDHS' Executive Director.

C. Mandatory Letter of Intent

Proposers **shall** notify MDHS of their intention to submit a proposal under this announcement. Please submit the letter of intent by the deadline date of **August 19, 2009, 5:00 p.m. (Central Time)**. This letter of intent can be hand-delivered to 750 North State Street, Jackson, Mississippi, mailed to Post Office Box 352, Jackson, Mississippi 39205-0352, or faxed to (601)359-4435.

The letter of intent shall include the title of this request for proposal (RFP), the proposer's organizational name and address, one to two sentences stating that the proposer organization intends to submit a proposer for this grant, location of the service area, and the contact person's name, phone number, fax number and address and email address.

D. Proposer Submission

1. Proposals shall be received by the Mississippi Department of Human Services no later than 4:30 p.m., Central Time, on **August 27, 2009**. Proposals shall be addressed to: **Cheryl Sparkman, Director, Division of Economic Assistance, Mississippi Department of Human Services**. Proposals can be hand-delivered to 750 North State Street, Jackson, Mississippi 39202 or mailed to Post Office Box 352, Jackson, Mississippi 39205-0352. No faxed or e-mailed proposals shall be accepted.

To be considered, proposals shall be received (regardless of postmark) by Cheryl Sparkman by 4:30 p.m., Central Time, on **August 27, 2009**. Proposals shall be time-stamped as they are received. No proposals shall be accepted after 4:30 p.m., Central Time, on **August 27, 2009**.

2. In order to be considered for selection, Proposers shall submit a complete response to this RFP. One signed original and three (3) copies of the proposal shall be submitted to Cheryl Sparkman by 4:30 p.m., Central Time, **August 27, 2009**. No other distribution of the proposals shall be made by the Proposer. The proposal shall clearly indicate that the services will be provided statewide. Failure to provide all required information may result in rejection of the proposal.
3. **Length of Response, Binding, and Indexing:** The proposal shall be typed with double spacing and be no more than 25 one-sided pages (8½ x 11), excluding appendices, in length. The proposals shall be separately bound (each in a 2" 3-ring binder), indexed and divided by section to allow ease of handling and review by MDHS. All documentation submitted with the proposal shall be bound in that binder. **Failure to follow these instructions may result in the rejection of the proposal.**

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 shall be to clarify any questions MDHS may have regarding proposed services and costs and 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 shall 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 shall 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 Contractors, the dates for submission of revised proposals shall be announced at that time. All responding Proposers shall be afforded ample opportunity to revise their proposals to accommodate the RFP amendment. All proposals, including revisions, shall be considered confidential until a final determination has been made by MDHS.

H. Addenda/Revisions to Proposals

Unless requested by MDHS, MDHS shall 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 shall be considered to be non-responsive, and the proposal shall be rejected.

I. MDHS' Use of Proposal Ideas

MDHS retains the right to use any or all ideas presented in any proposal received in response to this RFP.

J. Proposer/Contractor 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 shall result in rejection and return of the proposal.

K. 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 contract 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 shall allow all eligible Proposers to submit late modifications, similar in scope, shall MDHS choose 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.

MDHS reserves the right to reject any and all proposals at its discretion. No proposer may assume he/she has been awarded a Subgrant until the Subgrant is actually signed by MDHS' Executive Director. The successful proposer may not begin work on the Subgrant until it is signed by MDHS' Executive Director.

L. Subgrantee Acceptance of RFP Content

The contents of this RFP and the accepted proposal of the successful Proposer shall 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. Any proposal which fails to comply with this requirement may be disqualified as nonresponsive.

M. Proposal Acceptance by MDHS

MDHS shall accept proposals and award a subgrant to the RFP. Determination of proposal acceptance shall 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.

N. Legal Requirements

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

O. Proposal Acceptance Period

Any proposal in response to this RFP shall be valid for sixty (60) days from the proposal opening date. At the end of the sixty (60) days, the proposal may be withdrawn at the written request of the Proposer. If the proposal is not withdrawn at that time, it remains in effect until an award is made or the solicitation is canceled. While the proposal may be withdrawn from consideration, it shall remain the property of MDHS to use as it sees fit.

P. 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 registered/qualified 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 contract differ materially from the scope and intent of the RFP.

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

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

Q. 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 contract. The amount of the Bond shall equal 25% of the total contract price. Failure to provide the Fidelity/Dishonesty Bond within the stated time period may result in the Subgrantee being deemed as non-responsive 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 contract has been awarded to the Subgrantee. The Bond shall remain in full force and effect for the duration of the contract. Any action by the Subgrantee and/or the bonding company to revoke and/or cancel the Bond prior to the expiration of the contract shall constitute a breach of contract and shall result in immediate cancellation of the contract. Shall this occur, the Subgrantee shall be held liable for any additional costs incurred by MDHS in seeking replacement services.

R. 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 IN WHICH THE CONTRACTOR/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.

SECTION III. PROPOSAL FORMAT

Acceptable proposals shall offer all services identified in **Section IV, Scope of Work To Be Performed**, and agree to the contract conditions specified in **Section VII: Subgrant Terms and Provisions**, and state explicitly any exceptions to said 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 III, Item B, shall 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.

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. Transmittal Letter
2. Proposal
 - a. Statement of Understanding
 - b. Services Approach and Proposed Work Plan
 - c. Relevant Proposer/Contractor Experiences/Qualifications/Resumes of key staff
 - d. Financial Component
3. Required Information and Statements

C. Transmittal Letter

Each proposal submitted in response to this RFP shall include a transmittal letter addressed to Cheryl Sparkman which includes the following:

1. A statement that the proposal is being submitted in response to this RFP.
2. A statement that the individual who signed the letter is authorized to legally bind the proposer.
3. The letter shall list the name of the project and the name, telephone number and fax number of a contact person with authority to answer questions concerning the proposal.

D. Other Required Statements

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 shall receive no further consideration for award of the contract.

1. 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 contract of the RFP. This statement is required whether the association is a formal or informal arrangement. If an association may exist, the Proposer shall 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 contract.

If, at any time after a proposal is submitted and a contract has been awarded, such an association arises, as described in the paragraph above, the Proposer shall 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 shall constitute grounds for termination of the contract at the option of the State.

2. Single Audit Act

Proposers shall include a statement that they agree to obtain a financial and compliance audit made in accordance with the Single Audit Act Amendments of 1996 (31 U.S.C. Sections 7501 - 7507) and, as applicable, revised United States Office of Management and Budget (OMB) Circular A-122 or A-133.

3. 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:

- a. A statement identifying those individuals who were involved with the preparation of the proposal.
 - b. 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.
 - c. 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.
 - d. 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.
 - e. CERTIFICATIONS OF COMPLIANCE AND ASSURANCES. The Proposer shall sign and date five (5) Certifications and Assurances documents attached hereto as Appendix 4.
4. The Proposer shall provide their taxpayer identification number and certification (W-9).
5. Documentation shall be provided that the organization is registered with the Mississippi Secretary of State's Office.
6. The following required statements shall be included in the proposal:
 - a. A statement of acceptance of all terms and conditions stated within the RFP.
 - b. A statement identifying all proposed subcontractors and indicating the exact amount of work to be done by the Proposer and each subcontractor.
 - c. A statement that no attempt has been made or shall be made by the Proposer to induce any other person or firm to submit or not to submit a proposal.

- d. A statement of acceptance, without qualification, of all terms and conditions stated in this RFP or clearly outline any exceptions.
- e. 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.
- f. 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.
- g. A statement that costs quoted in the proposal shall remain in effect through the term of the contract.
- h. A statement from all Proposers that they shall 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.
- i. 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.
- j. A statement of assurance that federal funds shall not be expended for sectarian instruction, worship, prayer or proselytization purposes.

- k. A statement that services shall 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.
- l. A statement certifying to MDHS that no federal funds or State funds have been used or shall be used to influence any government official.
- m. 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.
- n. A statement certifying that the proposal shall be valid for 60 days after the proposal opening date.
- o. A statement certifying all records of the Proposer, which may subsequently be subject to audit and evaluation by MDHS, shall be located in the State of Mississippi.
- p. A statement certifying that the Proposer and each subcontractor shall not duplicate services. The Proposer shall ensure that expenses incurred for At-Risk Youth services provided for another funding source/grant shall not be charged to this grant. Individuals receiving At-Risk Youth services under another funding source/grant shall not be included in the count for the number of participants served in this grant.
- q. 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 shall not participate in any action contrary to those requirements stated above.
- r. A statement certifying all records of the Proposer, which may subsequently be subject to audit and evaluation by MDHS, shall be located in the State of Mississippi.

- s. A statement certifying that an assessment/screening process and background and criminal background check shall be conducted on all individuals assigned to work (conduct class or training, provide counseling or mentoring, etc.) with program youth.

E. Management and Technical Proposal

1 Service Approach and Proposed Work Plan

This component of the proposal shall present a description of the approach to successfully provide the services requested in this RFP for the duration of the term of the Contract. Proposers shall respond fully and directly to each criteria of the Contractor's Obligations (Section IV), MDHS' Responsibilities (Section V), and Scope of Work To Be Performed (Section IV). The proposal shall include a schedule of events covering the entire contract period. The Proposer shall provide a complete and detailed description of all tasks and subtasks, all deliverables, the parties responsible for the completion of the tasks (including both State and Contractor) and proposed time lines. The work plan shall include, but not be limited to, the following items:

Program Plan

The Proposer shall:

- a. Provide details on how the Proposer plans to market the program statewide. Plans shall include the timetable for recruiting youth participants and the development of the documentary, public service announcements and all printed outreach materials selection, etc.
- b. Describe the marketing strategy to be used to increase community awareness; and, inform and garner parental and community involvement in and support of the program.
- c. Describe the involvement of teens, parents, other stakeholders (teachers, pastors, law makers, youth leaders, mentors, etc.) and the community in the project.
- d. Explain how outreach materials shall be used to increase youth, parents/guardians and communities knowledge regarding the following:
 - (1) the benefits of making healthy choices; (2) the importance of abstinence until marriage message; (3) the negative consequences of teen sexual activity (teen pregnancy, out-of-wedlock births, sexually transmitted diseases, etc.); (4) the dangers of alcohol and drug abuse; (5) the need for parents/guardians

to talk to their children about at-risk behaviors (provide talking points concerning at-risk behavior to improve the parent/guardian's communication skills); and (6) the need for community to support programs that encourage youth to make positive choices.

NOTE: May is Teen Pregnancy Prevention Month. In addition to developing outreach material to promote the program throughout the year, the Subgrantee shall assist the MDHS, Division of Economic Assistance with the development of promotional materials for Teen Pregnancy Prevention Month activities (i.e., teen rally and summit).

2. Relevant Proposer's Experience, Qualifications, Resumes of Lead and Key Subgrantee Staff

This segment of the proposal shall include previous experiences that shall 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.

For each of the aforesaid programs or projects, the Proposer shall include the name of the organization, project title and contact person (including a current address, telephone and fax number(s), and e-mail address) of the entity for which the services were provided or the entity providing funds for the project, time period of the project, and a detailed description of the scope of services provided that relate to this RFP and resulting subgrant.

The Proposer shall disclose the number and nature of queries, monitoring, and/or audit findings that have been made against it and/or any 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 shall 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. Explain how the program staff shall be supervised and provide job descriptions for all staff funded under the program. The job descriptions shall include job titles, lines of supervision, supervision responsibilities, experience and qualification, and other information to show that personnel can successfully perform the work required under this RFP.

The Proposer shall disclose the number and nature of complaints that have been filed against it in the last five (5) years. The complaints to be described include complaints made by customers, clients, obligors, and queries made by any governmental (state and/or federal) authority concerning the Proposer's business or operations. The Proposer shall provide a list of any litigation, past or pending, against the Proposer.

The Proposer shall disclose whether it has been a party to any contract or agreement for any services within the scope of this RFP which has been terminated, rescinded, or not renewed. The Proposer shall provide complete information on the contracting entities and a contact person (including names and addresses of the parties and a summary of the circumstances).

3 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 contract.

At a minimum, the proposal shall include an independent audit for Fiscal Year 2008; however, if the FY 2008 audit has not been completed at the time the proposal is submitted, the FY 2007 audit may be submitted along with a certified statement from the Proposer's Certified Public Accounting (CPA) firm verifying that the FY 2008 audit shall not be completed by the proposal submission deadline and stating the projected date of its completion. A compiled financial statement is unacceptable.

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 2008 for the parent organization. If the FY 2008 audit is not

completed, refer to the instructions above in providing the FY 2007 audit and CPA certification. **A compiled financial statement is unacceptable.** There shall also be a written guarantee by the parent organization that it shall unconditionally guarantee performance by the Proposer of each and every term, covenant, and condition of such contract as may be executed by the parties.

The proposer shall also divulge any bankruptcies and the particulars thereof (include a credit report, if applicable).

b. Budget and Budget Narrative

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/Contractor'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 shall be used.

- Describe how the proposed budget supports the administrative and programmatic activities necessary to manage the program and to accomplish the proposed objectives.
- Describe how funds support programmatic and administrative activities to accomplish the proposed goals and objectives over the project period. If funds support staff, their skills and proposed activities shall directly support accomplishment of the program goals.
- Describe 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.
- Provide a summary of the key personnel, including the program personnel and any sub contracted personnel.
- Describe how allocated funds support parent/family/community involvement in the implementation of the proposed project.
- Describe how the organization shall meet the 100% match requirement.
-

Administrative costs in connection with any of these activities are subject to a 15% limitation.

To assist in creating the budget narrative, a sample budget may be reviewed in the MDHS Subgrantee Manual online at www.mdhs.state.ms.us/dpi_subman.htm (Budget Narrative, Section 5, Page 24).

F. Appendix

The appendix shall include all supporting documentation, such as:

- a. Resumes of key personnel assigned/hired for this program. Resumes shall include: employment title, current position within the Proposer organization, experience and education, and other pertinent information.
- b. An organizational chart for the proposer's organization.
- c. An organizational chart of the parent organization, if applicable.
- d. A list of volunteers and their job responsibilities as it relates to the development of outreach material, if applicable.
- e. A timetable for when each proposed objective and activity (documentary, PSAs, brochures, posters, billboard designs, and other written material) shall be completed.
- f. Detailed strategy on how youth shall be recruited/selected for participation in the development of the outreach materials (documentary, PSAs, brochures, poster, billboards, etc.).
- g. Sample of the letter to be used to obtain the parent's permission for youth participation in the outreach activities.
- h. Documentation that the proposer is an advertisement, marketing or consulting firm currently registered/qualified by the Mississippi Secretary of State, licensed to do business in the State of Mississippi and have an office in the State of Mississippi.
- i. Taxpayer identification number and certification (W-9).

SECTION IV. SCOPE OF WORK TO BE PERFORMED

The Proposer's proposal shall meet all requirements of this RFP including the provisions of Section VII, the Subgrant Terms and Provisions.

A. UNIFORM STANDARD OF OPERATIONS

The Subgrantee shall work with community and/or faith-based organizations to identify and involve youth in the development of the marketing strategies. The media outreach material developed by the subgrantee shall help youth understand the importance of developing positive self images and effective communication and relationships skills; and, negative impact of destructive behavior on future goals.

B. SERVICE DELIVERABLES

Services shall comply with all applicable Federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified during the grant period. No proposer may assume he/she has been awarded a Subgrant until the Subgrant is actually signed by MDHS' Executive Director. The successful proposer may not begin work on the Subgrant until it is signed by MDHS' Executive Director. The subgrantee shall develop one 15 minute documentary to be viewed by schools, churches, youth groups and other government and local stakeholders; two TV and radio public service announcements (60 and 30 seconds) to target youth; two TV and radio public service announcements (60 and 30 seconds) to target parents/guardians; an abstinence education packet which contains materials informing the public about the "Just Wait" program and educating teens, parents/guardians, teachers, mentors and other government and local stakeholders and about teen at risk behaviors and provides communication and preventive strategies for parents; and graphics for brochures, posters and billboards. Youth shall be given the opportunity to create messages for brochures, posters and billboards and develop scripts and taglines for TV and radio public service announcements (PSAs).

The materials developed shall be tailored to youth, ages 12-18, and/or their parents/guardians and appeal to their motives and perceptions. Graphic designs, promotional materials, video and other recordings, etc. created from this project shall become the property of MDHS and may be reproduced for distribution to individuals and community/faith-based organization.

C. COLLABORATIONS

Subgrantee shall collaborate with MDHS and other public and private agencies (schools, churches and other entities) to obtain input from youth, ages 12-18, in the development of promotional materials.

D. TARGET POPULATION

The marketing strategy shall be tailored to youth, ages 12-18, and/or their parents/guardians and appeal to their motives and perceptions. The messages shall be delivered through an avenue that has high youth exposure.

SECTION V. MDHS' RESPONSIBILITIES

A. Forms and Policies

MDHS shall furnish the Subgrantee with a prototype of all required or recommended MDHS forms to be used in the administration and operation of the program from which the Subgrantee shall reproduce sufficient forms for their use.

MDHS shall provide the Subgrantee with program updates and changes.

B. Other Duties

MDHS shall –

- i. Provide program oversight and monitoring to ensure federal and state requirements are met by the Subgrantee.
- ii. Provide information on MDHS' requirements relevant to the contract.
- iii. Remit payment to the Subgrantee in accordance with the terms and conditions of the contract.
- iv. Develop, maintain and revise programmatic monitoring tools.
- v. As appropriate, keep Federal and State officials informed, via reports, of the Subgrantee's work under the subgrant.
- vi. Intervene in any Subgrantee's operations for cause as determined by MDHS.

SECTION VI. RFP EVALUATION AND AWARD CRITERIA

A. Overview of Evaluation Methodology

1. During the evaluation process, all information concerning the proposals submitted, including identity and number of Proposers, shall remain private and shall not be disclosed to anyone whose official duties do not require such knowledge. 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 shall be made to the 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 shall notify the successful Proposer in writing of the award of the subgrant. MDHS shall notify the unsuccessful Proposers in writing that their proposals have not been accepted.
4. The evaluation shall be conducted in four phases:
 - a. Phase I - Selection of Responsive Proposals
 - b. Phase II - Evaluation of Management and Technical

- | | | |
|----|-------------|--|
| | | Proposal |
| c. | Phase III - | Evaluation of Budget and Budget Narrative |
| d. | Phase IV- | Selection of the Successful Proposer(s) and Notification |

B. Evaluation Committee

1. A committee shall be selected to evaluate proposals. Members of the Evaluation Committee shall be from pertinent MDHS' programmatic and administrative personnel.
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.

C. Evaluation Phases

1. Phase I- Selection of Responsive Proposals

A responsive proposal shall comply with the instructions listed in this RFP and follow the proposal format defined in Section III. This phase shall entail the review and confirmation of the mandatory technical, format, and content requirements contained in Section III (Proposal Format) and Section IV (Scope of Work to be Performed). This includes a review of the Transmittal Letter, Proposer's experience, and the minimum requirements specified in the aforesaid Sections of the RFP. MDHS reserves the right to reject any and all proposals.

2. Phase II - Evaluation of Management and Technical Proposals

- a. Only those proposals found to be responsive under Phase I shall 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. MDHS shall evaluate the Proposer's response to each of the specific proposal submission requirements which are identified in Section III. The requirements of Section B, Transmittal Letter, shall be evaluated on a pass or fail basis. Proposers shall "pass" each of the requirements identified under the Transmittal Letter subsection.
- c. Points have been assigned to five (5) component areas identified in Section III. The following three (3) component areas shall be evaluated in Phase II:

Phase II

- | | | |
|------|---|-----------|
| i. | Statement of Understanding | 10 Points |
| ii. | Services Approach and Proposed Work Plan | 30 Points |
| iii. | Proposer or Subgrantee and Key Staff Experiences/Qualifications | 20 Points |

The remaining two (2) component areas (Financial Stability Proposer/Subgrantee and Budget and Budget Narrative) shall be evaluated in phase III.

- d. Members of the evaluation team shall individually review the components of each proposal submitted. The members of the Evaluation Committee shall assign scores to proposals according to the criteria listed below:

To arrive at a final score for Phase II, the Evaluation Committee members shall total the component scores for each proposal. Then, each member's score awarded to the proposal shall be totaled. This sum shall be divided by the number of members on the Evaluation Committee.

- e. Proposals with a score of forty (40) or above shall be considered in Phase III.

3. Phase III - Evaluation of Financial Stability and Budget

- a. Only the proposals found to be responsive under Phases I and II shall be considered in Phase III.
- b. The Evaluation Committee shall examine each budget and budget narrative to determine if it is complete, in compliance with the requirements of this RFP, accurate in its calculation, and consistent with its technical counterpart. Any budget that does not meet these criteria may be considered to be an unresponsive and may be rejected.
- c. The budget shall be an important criterion for selecting Proposers deemed qualified to provide all the requested services but shall not be the sole determining factor.
- d. The total points available during this phase of evaluation is forty (40). The following two (2) component areas shall be evaluated in Phase III:

Phase III

- | | | |
|-----|---|-----------|
| iv. | Financial Stability Proposer/Subgrantee | 20 Points |
| v. | Budget and Budget Narrative | 20 Points |

AT MDHS' DISCRETION, THE EVALUATION MAY ALSO INCLUDE COMMUNICATION WITH ANY AND ALL PRIOR AND CURRENT CLIENTS AND/OR PROGRAMS/PROJECTS 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 APPROPRIATELY AND/OR TO DISQUALIFY THAT PROPOSAL.

4. Phase IV - Selection of the Successful Proposer and Notification

- a. Only the proposals found to be responsive under Phases I, II, and III shall be considered in Phase IV.
- b. The Evaluation Committee shall review the scoring from the Management and Technical Proposal scores and the ranking of the Budget (Phases II and III) in making its recommendations of the successful Proposer. A Proposer's total score shall be the sum of the scores received for the Management and Technical and the Budget of the Proposal.
- c. 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 shall 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 shall select and notify the successful Proposer.

First consideration shall 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.

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

MDHS reserves the right to reject any and all proposals at its discretion. No proposer may assume he/she has been awarded a Subgrant until the Subgrant is actually signed by MDHS' Executive Director. The successful proposer may not begin work on the Subgrant until it is signed by MDHS' Executive Director.

SECTION VII: 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

The term of this Agreement shall commence on _____, and end on _____.

PAYMENT AND BUDGET LIMITATIONS

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

B. 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.

C. 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.

D. 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

The relationship of the Subgrantee to MDHS is that of independent contractor. None of the provisions of this Agreement are intended to create nor shall they be construed to create an agency, partnership, joint venture or employee-employer relationship between MDHS and Subgrantee.

Any persons assigned by Subgrantee to perform the services hereunder shall be the employee of the Subgrantee. MDHS may, however, direct Subgrantee to replace any of its employees under this subgrant. The Subgrantee will replace the employee within five (5) calendar days after receipt of notice from MDHS.

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 reserve 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 applicants or recipients of services under this subgrant shall be kept confidential. The use or disclosure of information concerning applicants and/or recipients shall be limited to purposes directly connected with the administration of the Mississippi Abstinence Education 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 45 Code of Federal Regulations (CFR) Section 205.50. 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 either party, 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.

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. Such compensation shall be based upon the fees set forth in III.A, but, in no case, shall said compensation exceed the total Subgrant price.

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.

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 Economic Assistance, 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.

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. The agreements/subcontracts must 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 Economic Assistance.

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.

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 must 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 Principals, 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.

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 Sub grantee's Contractors/Subcontractors.

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 reserve 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 subgrant 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 therefor.

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 documents, notes, programs, books, data bases (and all applications thereof), files, reports, studies, unfinished documents, and/or other material collected or prepared by the Subgrantee and/or any of its Contractors/Subcontractors in connection with this Agreement shall be owned by MDHS during term of this Agreement and upon completion or termination of this Agreement. MDHS hereby reserves all rights to all systems, computer programs, data bases and all applications thereof and to any all information and/or material prepared in connection with this Agreement. The Subgrantee is prohibited from use of the aforesaid information and/or material without the express prior written approval of MDHS.

PROPERTY, EQUIPMENT AND SUPPLIES

Property, equipment and supplies purchased, in whole or in part, with funds provided by MDHS shall be accounted for and disposed of in accordance with MDHS' directives policies and procedures. Subgrantee must adequately safeguard all such property and must assure that is used solely for purposes authorized by this Agreement. Nothing herein, however, shall be construed to authorize the Subgrantee to purchase equipment with funds provided under this subgrant unless such is specifically allowed by the approved budget for this Subgrant.

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 MDHS Subgrantee/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 must be given written notice by registered mail at least thirty (30) days in advance if any adverse modification or termination of any insurance.

ASSIGNMENT

Subgrantee shall not assign or otherwise transfer the obligations incurred on its part pursuant to the terms of this Agreement 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 Agreement 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, it, further, reserves the right to ensure adequate and proper arrangement of such transfer to assure the continues, effective performance of the purposes for which the parties entered into this Agreement.

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 Mississippi Abstinence Education Program, and the Mississippi Department of Human Services' Subgrantee/Contract Manual.

DISPUTES

Any dispute concerning a question of fact under this Agreement that is not disposed of by agreement of the parties hereto shall be decided by the Director of the Division of Economic Assistance. 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 decision, the 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 designee, the Subgrantee will proceed in accordance with the decision of the Director of the Division of Economic Assistance. 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 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.

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

Independent Contractor 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. Independent Contractor agrees to maintain records of such compliance and, upon request of the State, to provide a copy of each such verification to the State. Independent Contractor further represents and warrants that any

person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. Independent Contractor understands and agrees that any breach of these warranties may subject Independent Contractor to the following: (a) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (b) the loss of any license permit, certification or other document granted to Independent Contractor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or © both. In the event of such termination/cancellation, Independent Contractor would also be liable for any additional costs incurred by the State due to contract cancellation or loss of “license or permit.”

The Parties hereto agree to be bound herewith as of the day and year first above written.

MISSISSIPPI DEPARTMENT OF HUMAN SERVICES

ATTEST: _____ BY: _____

TITLE: _____

Date

ATTEST: _____ BY: _____

TITLE: _____

Date

**STATE OF MISSISSIPPI
DEPARTMENT OF HUMAN SERVICES**

REQUEST FOR PROPOSALS

**Community Based Abstinence Education Program
Media Outreach**

EXHIBIT A

Exhibit A includes:

- **Cover Sheet**

Proposal Number: _____ (For use by MDHS)

***Mississippi Department of Human Services
Community Based Abstinence Education Program
Media Out Reach
Proposal Cover Sheet***

Name of Proposer's Program: _____

Date Submitted: _____ Amount of Funding requested: _____

Proposer Organization Information:

Organization Name: _____

Mailing Address: _____

Physical Address: _____

Chief Executive Officer : _____

Phone: () _____ Fax: () _____

Email: _____ Organization's tax ID# _____

Contact Person for Proposal:

Name: _____ Title: _____

Mailing Address: _____

Physical Address: _____

Phone: () _____ Fax: () _____

Email: _____

Proposed Project Director: _____

Phone: () _____ Fax: () _____

Email: _____

Service Area: Statewide Coverage

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

**Community Based Abstinence Education Program
Media Outreach**

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
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 shall 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 shall assure that it shall comply with the regulations, policies, guidelines, and requirements imposed by the Federal grantor agency and MDHS. The MDHS Subgrantee shall also ensure that any lower-tier subgrants it issues through funds received from MDHS shall 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 shall certify in writing that it shall comply with the following regulations:

- Lobbying
- Suspension and Debarment
- Drug-Free Workplace
- Unresolved Monitoring and Audit Findings
- 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 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 shall 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 shall 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, shall 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 applicable 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 in the sale, rental, or financing of housing;

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

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

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

the 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 shall 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 Part C of Public Law 103-227, the Children Act of 1994," smoking may not be permitted in any portion of any indoor facility owned or regularly used for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs whether directly or through State or local governments.

9. 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.
10. 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.
11. 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.
12. 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 shall incorporate an equal opportunity clause in federally assisted construction contracts and subcontracts.
13. shall comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act.
14. 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.
15. 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.
16. 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.
17. 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.
18. 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 EO 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.

19. 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.
20. 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.
21. 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.
22. shall comply with Federal regulations regarding criteria for cost sharing or matching contributions.
23. 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.
24. shall provide certification regarding lobbying to comply with Section 319, PL 101-121 (31 USC 1352).
25. 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.
26. shall provide certification to comply with the Drug-Free Workplace Act of 1988.
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.

REQUIRED CERTIFICATIONS

I. LOBBYING

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

- A. No Federal appropriated funds have been paid or shall 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;
- B. If any funds other than Federal appropriated funds have been paid or shall 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;
- C. 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--

- a. 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;
 - © 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
- b. 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.

REQUIRED CERTIFICATIONS (Continued)

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

As required by the Drug-Free Workplace Act of 1988–

- (A) As a condition of the subgrant, I certify that I shall not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the subgrant; and
- (B) If convicted of a criminal drug offence resulting from a violation occurring during the conduct of any subgrant activity, I shall report the conviction, in writing, within 10 calendar days of the conviction to MDHS.

OR

III. DRUG-FREE WORKPLACE (SUBGRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988 --

- A. The Subgrantee certifies that it shall or shall 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 shall 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 workplace.

© 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 shall –

(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 shall provide notice, including position title to MDHS. Notice shall include the identification number(s) of each affected grant;

III. DRUG FREE WORKPLACE (SUBGRANTEES OTHER THAN INDIVIDUALS) -

Continued

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted --

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirement of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), ©, (d), (e), and (f).

B. The Subgrantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific subgrant. Check ☐ if there are workplaces on file that are not identified here:

Place of Performance (Street address, city, county, state, zip code)

**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:

REQUIRED CERTIFICATIONS (Continued)

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.

As the authorized representative of the subgrantee, I hereby certify that the subgrantee shall 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.

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

SIGNATURE OF SUBGRANTEE'S AUTHORIZED REPRESENTATIVE AND DATE:

**STATE OF MISSISSIPPI
DEPARTMENT OF HUMAN SERVICES**

REQUEST FOR PROPOSALS

**Community Based Abstinence Education Program
Media Outreach**

EXHIBIT C

Exhibit C includes:

- Budget Information

**Mississippi Department of Human Services
COST SUMMARY SUPPORT SHEET**

General

The Cost Summary Support Sheet is used to describe the basis for various activities on the budget Summary

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 completed by MDHS program 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.
7. For MDHS use only.
8. Line Item: Enter each line item exactly as it appears in the subgrant. If the Cost Summary is part of an application for funds, enter the proposed line items. The more common line items include:

a. Salaries	f. Capital Outlay - Equipment
b. Fringe Benefits	g. Capital Outlay - Other
c. Travel	h. Subsidies, Loans & Grants
d. Contractual Services	I. Indirect Cost
e. Commodities	
9. Description of Item and/or Basis for Cost: Enter a brief line item description, e.g., rent and basis for determining costs, I e., \$500 per month for nine months.
10. Budget Amount: In the appropriate column, enter the amount in each line item to be paid from federal grant funds and from all other funding sources (other federal, local, private, other).

DEPARTMENT OF HUMAN SERVICES

COST SUMMARY SUPPORT SHEET

Page _____ of _____ Pages

1. Applicant Agency _____

2. Subgrant Number _____ **3. Grant ID** CBAE Media Outreach FY2009

4. Beginning October 1, 2009 **5. Ending** September 30, 2010

6. Activity Community Based Abstinence Education Program Media Outreach

[illegible]