

**REQUEST FOR PROPOSALS (RFP)
FOR
DELTA HEALTH ALLIANCE**

**TO PROVIDERS OF RFP #DHASCC001, EARLY HEAD START – CHILD CARE
PARTNERSHIP SERVICES**

Delta Health Alliance (DHA) is soliciting proposals for the provision of Early Head Start / Head Start Services for Sunflower County Mississippi. This RFP is located on the DHA's website at www.deltahealthalliance.org. If you do not have access to the internet and require us to send you additional hard copies of this RFP, please call us at (662) 686-3935 to request a copy.

The proposal, as submitted, should include all estimated costs related to the services requested in this RFP. If selected, your proposal will be the basis for negotiating a contract with DHA.

DHA offers applicants the choice of submitting their proposals electronically via email or via hard copy through the mail. Letter of Intent is due Friday, July 17 2015 by 5:00pm. Electronic submissions must be received by DHA by July 31, 2015 at 9:00pm CST, and are limited to 5 MB total file size. DHA will email applicants to notify them of successful receipt of email application within 24 hours. Applicants that elect to submit a hard copy of their proposal must be postmarked by July 31, 2015 and should be sent at least via Priority Mail or 2nd Day mail. DHA is not responsible for reviewing any hardcopy proposals that arrive after August 3, 2015. Application packages must be complete by July 31st deadline; DHA will not accept supplemental information submitted after deadline, unless it is in response to specific information requested by DHA during the review process.

Electronic Submission: Roshunda Sample, Indianola Promise Community (IPC) Project
Director

rsample@deltahealthalliance.org

[Pdf files are preferred, but DHA can also accept .doc or .docx files.](#)

(Remember: DHA's server will not accept emails over 5 MB in size)

Hard Copy Submission: Delta Health Alliance
135 Front Avenue
Indianola, MS 38751
Attn: Sunflower Childcare Coalition

Award notifications are expected to be made around September 4, 2015.

I. INTRODUCTION

The Delta Health Alliance (DHA), an Early Head Start Childcare Partnership Grantee, is seeking proposals from interested and qualified public or private, for-profit or nonprofit, agencies to provide various child-care related services (the “Services”) to DHA’s EARLY HEAD START – CHILD CARE PARTNERSHIP SERVICES Grantee Programs on a full-time, full-year, full-day basis. This Request for Proposal (“RFP”) is being released to invite interested and qualified firms to prepare and submit proposals in accordance with instructions provided where one or more successful candidate(s) will be selected and invited to enter into a contractual relationship with DHA for the Services outlined in this RFP. Proposals can be for all or a portion of our agency’s funded enrollment of 200 children, ages 0-35 months. The highest need target areas will be given preference during the review process. Current underserved areas with the greatest need are attached to this RFP.

II. MINIMUM PROPOSER REQUIREMENTS

All applicants must demonstrate that they:

1. Have sufficient staff or sub-consultants experienced in proposed activities which may include: child health and development, education and early childhood development, child health and safety, child nutrition, mental health development, speech, hearing and language therapeutic, teacher training, family and community partnerships, program design and management, supply of facilities, equipment or materials suitable for early childhood development, or cognitive and intellectual development of economically or educationally disadvantaged pre-school age children.
2. Have at least three (3) years prior experience in the provision of the Services.
3. Have all appropriate licenses and certifications required in the State of Mississippi to perform the Services. A copy of such licenses must be submitted with the proposal.
4. Be able to establish proof of fiscal soundness, by including a copy of its most recent audited financial statement.

III. CORRESPONDENCE

All administrative correspondence, including proposals, and questions concerning the RFP are to be submitted to:

Roshunda Sample, IPC Project Director
rsample@deltahalliance.org
(662) 686-3930

IV. PROPOSAL SUBMISSION DEADLINE

Electronic Submission: Roshunda Sample, IPC Project Director
rsample@deltahalliance.org
(Remember: DHA’s server will not accept emails over 5 MB in size)

Hard Copy Submission: Delta Health Alliance
P.O. Box 150/ 135 Front Avenue
Indianola, MS 38751
Attn: Sunflower Childcare Coalition

V. PROPOSAL TIMELINE

DHA reserves the right to modify this timeline at any time. If the due date for proposals is changed, all prospective Proposers shall be notified.

Request for Proposals Released	Friday, June 26, 2015
Pre-proposal meeting	Thursday, July 16, 2015 at 5:00 pm
Letter of Intent	Friday, July 17, 2015 by 5:00 pm
Deadline for Applications	Friday, July 31, 2015
Notification of Award	Friday, September 4, 2015

Attendance is strongly recommended at the Pre-Proposal Meeting to be held on July 16, 2015 at 5pm in the offices of Delta Health Alliance at 135 Front Avenue, Indianola, Mississippi. In order to maintain a fair and impartial competitive process, DHA can only answer questions at the Pre-Proposal Conference and will avoid private communications regarding this RFP with prospective Proposers during the qualification, preparation and evaluation period. Hence, this Pre-Proposal Conference shall be the only opportunity for Proposer(s) to ask questions as to form and content. Please respect this policy and do not attempt to query DHA personnel regarding this Request for Proposals except during the Pre-Proposal Meeting.

DHA may reproduce any of the Proposer's proposal and supporting documents for internal use or for any other purpose required by law.

VI. PROPOSAL CONDITIONS

Contingencies. This RFP does not commit the DHA to award a contract. DHA reserves the right to accept or reject any or all proposals if DHA determines it is in the best interest of DHA to do so. DHA will notify all Proposers, in writing, if DHA rejects all proposals.

Modifications. The DHA reserves the right to issue addenda or amendments to this RFP.

Proposal Submission. To be considered, all proposals must be submitted in the manner set forth in this RFP. It is the Proposer's responsibility to ensure that its proposals arrive on or before the specified time.

Incurred Costs. This RFP does not commit DHA to pay any costs incurred in the preparation of a proposal in response to this RFP and Proposers agree that all costs incurred in developing this RFP are the Proposer's responsibility. Grant writing costs may not be added to the project's budget.

Final Authority. The final authority to award a contract rests solely with the DHA Purchasing Department, and may be subject to review and approval by our federal funding agency.

Proposal Validity. Proposals submitted hereunder will be firm for ninety (90) calendar days from the due date unless otherwise qualified.

VII. GENERAL REQUIREMENTS

Background

Delta Health Alliance (DHA) is a grantee under the Head Start Program administered by the United States Department of Health and Human Services, Administration for Children and Families, and is an authorized Head Start Program Administrator. DHA desires to contract with eligible companies or agencies to deliver the Services using the Proposer's staff, facilities, and other resources to DHA's Early Head Start program (the "Program"). The comprehensive list of Services utilized by Early Head Start includes early childhood education, health care monitoring and training, social services, family and community partnerships, child nutrition, child safety, program design and management, financial and accounting services, facilities, materials and equipment suitable for early childhood development, mental health services, speech, hearing and language therapeutic services, curriculum development, and parental involvement programs, all as required by the Head Start Performance Standards, as set out in 45 CFR parts 1301, 1302, 1303, 1304 and guidance, 1305, 1306, 1308 and guidance, 1309, 1310 and 1311.

Scope of Contract

The DHA Sunflower Childcare Coalition (SCC) is a community-driven, cooperative program established in direct response to the critical need for high-quality, affordable, reliable early childcare options and related services for families facing economic, social, educational, and health disparities in the heart of the Mississippi Delta. SCC will work with local partners, community leaders, and state agencies to help private child care facilities and affiliated services work in a coordinated fashion to enhance and support early learning settings that can provide full-day, full-year services which meet the needs of low-income working families. Facilities across Sunflower County will be established and/or upgraded to provide 200 children access to high quality early childcare services.

Sunflower Childcare Coalition (SCC) services include:

- Establish childcare centers across Sunflower County that meet Early Head Start facility requirements;
- Provide technical support, training, education supplies and renovation assistance for childcare centers to meet Early Head Start facility requirements;
- Provide one on one support to parents enrolling children in child care;
- Assist childcare centers with services and support to increase parent involvement
- Provide business development support to childcare owners; and
- Coordinate health and nutritional services for childcare centers including vision, oral and mental health screenings with local providers.

DHA wishes to engage in a contractual relationship with the best-qualified Contractor(s) selected through a competitive process that will work well with the DHA in the performance of the Services in a manner that is cost-effective and practical. The Contractor(s) must be prepared to begin before June 2016.

The successful Proposers shall comply with all laws, ordinances and regulations applicable to the Services contemplated herein. Proposers are presumed to be familiar with all federal,

state and local laws, ordinances, codes, rules and regulations that may in any way affect the Services to be provided, including the Head Start Performance Standards. DHA prefers Proposers that have demonstrated experience in administering state or federal grants. DHA stands prepared to provide staff development and training as required or requested.

Program Options of the Sunflower Childcare Coalition

The Sunflower Childcare Coalition, working with local providers, parents and partnering agencies, has developed a two-step approach which will utilize both center-based and private child care facilities to meet our goal of expanding access to high-quality, comprehensive childcare services. Participating childcare partners under both plans will be able to establish their own hours of operation in accordance with their clients' needs, but will be required to be open at least 10 hours a day, five days a week, 48 weeks per year for parents working full-time. All participating sites will receive on-site staff training, curriculum development, guidance establishing parental engagement strategies, technical support for the enrollment and care of children with disabilities, salary enhancements for teaching staff to ensure livable wages, ongoing professional development, assistance with enrolling eligible families in the childcare subsidy program, and referrals to other services as needs indicate. The two program options are:

Model A – Center Based Programs: Several center-based programs will be established by the Sunflower Childcare Coalition. These centers will foster the development of new childcare programs, increase capacity, create more high-quality early childcare slots, and replace some of the 14 childcare facilities that have closed over the past two years. All sites will be co-located with existing Save the Children Early Head Start / Head Start programs for resource sharing, technical support, and to facilitate transition to Head Start services when children reach the age of 4 and age out of this program. Interested childcare providers, small business owners, and directors will have the option of renting classroom space at SCC facilities, to operate their programs out of a centrally organized, safe and secure facility, with available spaces for health screenings, conference rooms, state-certified kitchens, playgrounds and other services. Childcare providers will be able to rent space at deeply discounted rates, allowing them to focus on the provision of high-quality care while the SCC takes care of facilities management, curricula development, and training. This approach is expected to help slowly wean our local childcare providers off direct financial support, while still providing them with needed supporting wrap-around services such as ongoing staff training and mentoring, facilities management, nutrition education, parental counseling and the shared resource centers which offer spaces for health screenings, educational programs, parent-teacher meeting areas, and more. Rental income can also then be re-invested back into the program to add additional childcare sites or pay for eligible support services and educational programs.

Model B – Private Childcare Centers and Family Based Programs: The Sunflower Childcare Coalition is committed to working with existing providers to increase their capacity to provide high-quality services. Any new or existing childcare program that wishes to continue operations out of their own facilities will receive assistance with facility improvements, and will be eligible for the benefits listed at the beginning of this section. Centers will have to demonstrate the capacity and commitment to improving their facilities, which will then receive funding, training and technical support to bring their facilities and staff up to EHS standards. DHA has already

successfully worked with four childcare centers in Sunflower County in a similar fashion, providing professional development, improved learning environments and increased parental involvement, to raise their Quality Star ratings.

SCC's use of two different models of service delivery is the most appropriate for our region as it a) enables new or struggling childcare providers access to high-quality, low-rent facilities in which they can establish their own programs without the need to maintain or upgrade buildings, and b) allows existing, private centers to continue operations in their own settings, while expanding the geographic distribution of quality, affordable childcare into remote towns.

Purpose

To select the best-qualified firms and award DHA approved contracts for professional services to perform the Services and to satisfactorily complete all activities assigned to the Contractor in the performance of the Services.

Services Required

The successful Contractors must demonstrate the ability to bring about a greater degree of social competence in children who may be economically or educationally disadvantaged. Social competence takes into account the interrelatedness of cognitive and intellectual development, physical and mental health, nutritional needs and other factors that enable a child to function optimally.

Specifically, the selected Contractors will be required to perform some or all of the following Services:

1. Manage classrooms based on Early Head Start Performance Standards with a minimum of 8 children and 2 teachers per classrooms. Operators of a center would, at a minimum, be required to perform the following:
 - a) Recruit and enroll children, as well as perform the referral and follow-up of family needs.
 - b) Ensure parental involvement in the Program is functioning.
 - c) Carry out a selected curriculum training needs and other responsibilities according to the Head Start Performance Standards.
 - d) Determine client eligibility for the Services based on the family income guidelines as established by the Administration for Children, Youth and Families, U.S. Department of Health and Human Services, seek reimbursement only for eligible individual, and deny no eligible child service when space is available in accordance with all federal guidelines prohibiting discrimination.
 - e) Maintain a current record on each child in the program of each of the following, a current Application for Early Head Start Services, Emergency Contact Form, copy of a Birth Certificate, copy of a Social Security Card, Consent for Minors, Medical and Dental Emergency Consent Form, Parental Agreement Form, appropriate documentation of prolonged excused absences, information pertaining to the child's health and immunization record, information regarding the child's development, and pertinent information regarding the child's parents or caretaker relatives.

2. Provide speech, hearing and language therapeutic services to eligible children.
3. Provide mental health services to eligible children.
4. Provide nutrition services to eligible children.
5. Provide health and safety services to eligible children.
6. Train teachers to implement the Head Start Early Childhood Curriculum and philosophy appropriate to the age of each child for whom the Proposer offers services. The Head Start Early Childhood Curriculum may be augmented, but not be supplanted, with other developmentally appropriate curricula and materials.
7. Provide adequate facilities, equipment or materials to the Program.
8. Form community partnerships, or act as a community partner to provide access to resources outside the Program.
9. Provide program design and management to maximize all the DHA Early Head Start Child Care Partnership opportunities.
10. Participate in the State of Mississippi Child Care Certificate Program and maintain a 25% enrollment level of children ages 0-3.
11. Participate in the Quality Stars Program-Mississippi Quality Rating and Improvement System and have been assessed in the last 3 years.
12. Provide financial data for grantee agency review. All Contractors selected will be required to perform the following Services:
 - a) Maintain books, records and documents in accordance with appropriate accounting procedures and practices that sufficiently and properly reflect all expenditures of funds and revenues.
 - b) Make or procure matching contributions to the Early Head Start program, having a monetary value not less than twenty-five percent (25%) of the contract, and maintain supporting documentation evidencing such matching contributions. "Acceptable in-kind contributions" consist of "cash match" and "in-kind match." "Cash match" does not include funds received directly or indirectly from United States federal government sources. It does include the salary of staff, fringe benefits provided to those staff, staff travel to Head Start conferences and training, transportation provided to children and families, equipment, supplies, food, and services such as health, dental, or mental health, training or other consulting services provided by outside contractors, facility space (value per square foot), and utilities, and cleaning services. "In-kind match" includes the fair market value of donated supplies, materials and services, including volunteer services in the classroom or on activities such as field trips and goods and

services for which the Proposer pays less than fair market (the discount rate—the difference between the amount charged and the customary rate—is an "in-kind match."

- c) Maintain sufficient working capital to meet interim expenses for a period of six (6) to eight (8) weeks to allow for the submission and verification of reimbursable expenses and payment of fees by the Finance Department.
- d) Make its staff available at mutually agreed times to meet with the DHA's staff to discuss each child's progress and the overall needs of the program, and make its staff available for training.
- e) Make its staff available for reviews by the Head Start funding source.
- f) Report any abuse or suspected abuse of any child in the program, in compliance with applicable state law and Head Start policy, and notify the DHA of all actions taken by the Proposer or by others with the Proposer's knowledge.
- g) Obtain and maintain on file a criminal records check for each employee providing Services in the Program.
- h) Maintain the insurance coverage required by DHA. The exact amount and limits of each type of insurance that will be required under the ensuing contracts will be discussed at the Pre-Proposal Conference and a final decision on the appropriate amount will be reached during contract negotiations; however, the form of agreement provided with the Request for Proposal package sets forth general guidelines applicable to these matters.

Reservation of Rights

1. The DHA reserves the right, for any reason to accept or reject any one or more proposals, to negotiate the term and specifications for the Services provided, to modify any part of the RFP, or to issue a new RFP.
2. DHA may at any reasonable time, at its expense, make an audit of the Contractor's books relative to the Accounts.

Award of Contract

Proposers are advised that the lowest cost proposal will not necessarily be awarded the Contract, as the selection will be based upon qualification criteria as deemed by DHA and as determined by the "Selection Committee" and DHA Chief Executive Officer.

VII. CONTRACT REQUIREMENTS

The successful Proposer will be expected to enter into a contract incorporating the following terms and conditions, and such additional terms and conditions standard to services of this type.

A. General Requirements

1. **Control.** All services by the Contractor will be performed in a manner satisfactory to the DHA, and in accordance with the generally accepted business practices and procedures.
2. **Contractor's Personnel.** The Contractor certifies that it presently has adequate qualified personnel to perform all services required under this Contract. All work under this Contract will be supervised by the Contractor. The Contractor further certifies that all of its employees assigned to serve DHA have such knowledge and experience as required to perform the duties assigned to them. Any employee of the Contractor who, in the opinion of DHA is incompetent, or whose conduct becomes detrimental to the work, shall immediately be removed from association with services under this Contract.
3. **Independent Status.** (a) Nothing in this Contract shall be deemed to represent that the Contractor, or any of the Contractor's employees or agents, are the agents, representatives, or employees of DHA. The Contractor will be an independent contractor over the details and means for performing its obligations under this Contract. Anything in this Contract which may appear to give DHA the right to direct the Contractor as to the details of the performance of its obligations under this Contract or to exercise a measure of control over the Contractor is solely for purposes of compliance with local, state and federal regulations and means that the Contractor will follow the desires of the DHA only as to the intended results of the scope of this Contract.

(b) It is further expressly agreed and understood by the Contractor that neither it nor its employees or agents are entitled to any benefits which normally accrue to employees of DHA; that the Contractor has been retained by DHA to perform the Services specified herein (not hired) and that the remuneration specified herein is considered fees for Services performed (not wages) and that invoices submitted to DHA by the Contractor for Services performed shall be on the Contractor's letterhead.
4. **Termination or Abandonment.**
 - (a) It shall be cause for the immediate termination of this Contract if, after its execution, DHA determines that either:
 - (i) the Contractor or any of its principals, partners or corporate officers, if a corporation, including the corporation itself, has plead nolo contendere, or has plead or been found guilty of a criminal violation, whether state or federal, involving, but not limited to, governmental sales or purchases, including but not limited to the rigging of bids, price fixing, or any other collusive and illegal activity pertaining to bidding and governmental contracting.

- (ii) Contractor subcontracted, assigned, delegated, or transferred its rights, obligations or interests under this Contract without DHA's consent or approval.
 - (iii) The Contractor has filed bankruptcy, become insolvent or made an assignment for the benefit of creditors, or a receiver, or similar officer is appointed to take charge of all or part of the Contractor assets.
- (b) DHA may terminate the Contract upon five (5) days written notice by DHA or its authorized agent to the Contractor for the Contractor's failure to provide the Services specified under this Contract.
- (c) This Contract may be terminated by DHA by giving thirty (30) days written notice to the Contractor, before the effective date of termination. In the event of such termination, the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work performed as of the termination date; however, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned as of the date of termination.
- (d) All work accomplished by the Contractor prior to the date of such termination shall be recorded and tangible work documents shall be transferred to and become the sole property of the DHA prior to payment for Services rendered.
- (e) Notwithstanding the above, the Contractor shall not be relieved of liability to DHA for damages sustained by DHA by virtue of any breach of the Contract by the Contractor and DHA may withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due DHA from the Contractor is determined.
5. **Subcontracting, Assignment or Transfer.** Any subcontracting, assignment, delegation or transfer of all or part of the rights, responsibilities, or interest of either party to this Contract is prohibited unless by written consent of the other party. No subcontracting, assignment, delegation or transfer shall relieve the Contractor from performance of its duties under this contract. DHA shall not be responsible for the fulfillment of the Contractor's obligations to its transferors or subcontractors. Upon the request of the other party, the subcontracting, assigning, delegating or transferring party shall provide all documents evidencing the assignment.
6. **Conflict of Interest.** The Contractor covenants that it has no public or private interest, and will not acquire directly or indirectly any interest which would conflict in any manner with the performance of its services. The Contractor warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of DHA's wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to the Contractor in connection with any work contemplated or performed relative to this Contract.
7. **Covenant against Contingent Fees.** The Contractor warrants that it has not employed or retained any company or person other than a bona fide employee working solely for

the Contractor, to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Contractor any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, DHA will have the right to recover the full amount of such fee, commission, percentage, brokerage fee, gift, or other consideration.

8. **Arbitration.** Any dispute concerning a question of fact in connection with the work not disposed of by agreement between the Contractor and DHA will be referred to DHA's Contract Administrator or his/hers duly authorized representative, whose decision regarding same will be final.

9. **General Compliance with Laws.** (a) If required, the Contractor certifies that it is qualified or will take steps necessary to qualify to do business in the State of Mississippi and that it will take such action as, from time to time, may be necessary to remain so qualified and it shall obtain, at its expense all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.

10. The Contractor is assumed to be familiar with and agrees that at all times it will observe and comply with all federal, state, and local laws, ordinances, and regulations in any manner affecting the conduct of the work. The preceding shall include, but is not limited to, compliance with all Equal Employment Opportunity laws, the Fair Labor Standards Act, Occupational Safety and Health Administration (OSHA) requirements, and the Americans with Disabilities Act (ADA).

11. This Contract will be interpreted in accordance with the laws of the State of Mississippi. By execution of this contract the Contractor agrees that all actions, whether sounding in contract or in tort, relating to the validity, construction, interpretation and enforcement of this contract will be instituted and litigated in the courts of the State of Mississippi located in Sunflower County, Mississippi, and in no other. In accordance herewith, the parties to this contract submit to the jurisdiction of the courts of the State of Mississippi located in Sunflower County, Mississippi.

12. **Nondiscrimination.** The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Mississippi State constitutional, or statutory law. The Contractor shall upon request show proof of such nondiscrimination, and shall post in conspicuous places available to all employees and applicants notices of nondiscrimination.

13. **Entire Agreement.** This Contract contains the entire Contract of the parties and there are no other promises or conditions in any other Contract whether oral or written. This Contract supersedes any prior written or oral Contracts between the parties.

14. **Amendment.** This Contract may be modified or amended, only if the amendment is made in writing and is signed by both parties.
15. **Severability.** If any provision of this Contract is held to be unlawful, invalid or unenforceable under any present or future laws, such provision shall be fully severable; and this Contract shall then be construed and enforced as if such unlawful, invalid or unenforceable provision had not been a part hereof. The remaining provisions of this Contract shall remain in full force and effect and shall not be affected by such unlawful, invalid or unenforceable provision or by its severance here from. Furthermore, in lieu of such unlawful, invalid, or unenforceable provision, there shall be added automatically as a part of this Contract a provision as similar in terms to such unlawful, invalid or unenforceable provision as may be possible, and be legal, valid and enforceable.
16. **No Waiver of Contractual Right.** No waiver of any term, condition, default, or breach of this Contract, or of any document executed pursuant hereto, shall be effective unless in writing and executed by the party making such waiver; and no such waiver shall operate as a waiver of either (a) such term, condition, default, or breach on any other occasion or (b) any other term, condition, default, or breach of this Contract or of such document. No delay or failure to enforce any provision in this Contract or in any document executed pursuant hereto shall operate as a waiver of such provision or any other provision herein or in any document related hereto. The enforcement by any party of any right or remedy it may have under this Contract or applicable law shall not be deemed an election of remedies or otherwise prevent such party from enforcement of one or more other remedies at any time.
17. **Matters to Be Disregarded.** The titles of the several sections, subsections, and paragraphs set forth in this contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this contract.
18. **Subject to Funding.** This Contract is subject to annual appropriations of funds by the Office of Head Start. In the event sufficient funds for this Contract are not appropriated by the Federal Government for any of its fiscal period during the term hereof, then this Contract will be terminated. In the event of such termination, the contractor shall be entitled to receive just and equitable compensation for any satisfactory work performed as of the termination date.
19. **Travel Expenses.** All travel expenses shall be assumed by the Contractor and shall not be billed to the DHA, unless incurred in the performance of this contract.
20. **Incorporation of Other Documents.** (a) The Contractor shall provide Services pursuant to this Contract in accordance with the terms and conditions set forth within the DHA Request for Proposals/Bids as well as the Response of the Contractor thereto, all of which are maintained on file within the DHA's Purchasing Department and incorporated herein by reference.
(b) It is understood and agreed between the parties that in the event of a variance

between the terms and conditions of this Contract and any amendment thereto and the terms and conditions contained either within the Request for Proposals/Bids or the Response thereto, the terms and conditions of this Contract as well as any amendment shall take precedence and control the relationship and understanding of the parties.

21. **Contracting With Small and Minority Firms and Women's Business Enterprise.**

The Contractor shall take affirmative action to assure that Small and Minority Businesses are utilized when possible as sources of supplies, equipment, construction and services and will in addition take similar appropriate affirmative action in support of Women's Business Enterprises.

22. **Incorporation of Whereas Clauses.** The foregoing whereas clauses are hereby incorporated into this Contract and made a part hereof.

23. **No Waiver of Proprietary Interest.** Notwithstanding anything to the contrary contained herein or within any other document supplied to DHA by the Contractor, the Contractor understands and acknowledges that DHA is a NON-PROFIT entity subject to the laws of the State of Mississippi and that any reports, data or other information supplied to DHA by the Contractor due to Services performed pursuant to this Contract is subject to being disclosed as a public record in accordance with the laws of the State of Mississippi.

24. **Organization Status and Authority.** (a) The Contractor represents and warrants that it is a corporation, limited liability company, partnership, or other entity duly organized, validly existing and in good standing under the laws of the state of Mississippi; it has the power and authority to own its properties and assets and is duly qualified to carry on its business in every jurisdiction wherein such qualification is necessary.

(b) The execution, delivery and performance of this Contract by the Contractor has been duly authorized by all requisite action and will not violate any provision of law, any order of any court or other Contractor of government, the organizational documents of the Contractor, any provision of any indenture, agreement or other instrument to which the Contractor is a party, or by which the Contractor's respective properties or assets are bound, or be in conflict with, result in a breach of, or constitute (with due notice or lapse of time or both) a default under any such indenture, agreement or other instrument, or result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the properties or assets.

25. **Warranty.** The Contractor warrants to DHA that the Services shall be performed in accordance with acceptable standards in the industry applicable to the Services. The Contractor shall correct, at its sole cost and expense, any work reasonably deemed to be unsatisfactory by the County.

B. Right to Monitor and Audit

Access to Records. During all phases of the work and Services to be provided hereunder the Contractor agrees to permit duly authorized agents and employees of DHA, to enter the

Contractor's offices for the purpose of inspections, reviews and audits during normal working hours. Reviews may also be accomplished at meetings that are arranged at mutually agreeable times and places. The Contractor will maintain all books, documents, papers, accounting records, and other evidence pertaining to the fee paid under this Contract and makes such materials available at their offices at all reasonable times during the period of this Contract and for three (3) years from the date of payment under this Contract for inspection by DHA or by any governmental entity or Contractor participating in the funding of this Contract, or any authorized agents thereof; copies of said records to be furnished if requested.

HIPAA. Contractor warrants to DHA that it is familiar with the requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its accompanying regulations, and will comply with all applicable HIPAA requirements in the course of this Contract. Contractor warrants that it will cooperate with the DHA in the course of performance of the Contract so that all Parties will be in compliance with HIPAA, including cooperation and coordination with County and other applicable governmental privacy officials and other compliance officers required by HIPAA and its regulations. Contractor will sign any documents that are reasonably necessary to keep DHA in compliance with HIPAA, including, but not limited to, Business Associate Agreements.

VIII. PROPOSAL SUBMISSION

A. General

1. All interested and qualified Proposers are invited to submit a proposal for consideration. Submission of a proposal indicates that the Proposer has read and understands this entire RFP, including all attachments, exhibits, schedules, and addendum (as applicable,) and all concerns regarding this RFP have been satisfied.
2. Proposals must be submitted in the format described below. Proposals are to be prepared in such a way as to provide a straightforward, concise description of capabilities to satisfy the requirements of this RFP. Expensive bindings, colored displays, promotional materials, etc. are neither necessary nor desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.
3. Proposals must be complete in all respects as required in this section. A proposal may not be considered if it is conditional or incomplete.
4. **Electronically submitted proposals must be received by no later than 9:00 pm CST on July 31, 2015 to rsample@deltahhealthalliance.org (5 Mg limit). Hard copies must be postmarked by July 31, 2015, and received by August 3, 2015, at 135 Front Avenue, Indianola, MS 38751**
5. Proposer agrees to provide DHA with any additional information it deems necessary to accurately determine ability to perform the Services proposed. Furthermore, submission of

this proposal constitutes permission by this organization for DHA to verify all information contained in the proposal. Failure to comply with any request for additional information may disqualify this organization from further consideration. Such additional information may include evidence of financial ability to perform.

B. Proposal Presentation

1. If mailed, an original and one (1) copy of the proposal is required.
2. Each proposal should contain a copy of the most recent audit and other financial data that reflect the solvency of the company. Such statement shall be no older than two years.
3. The package containing the original and copies must be sealed and marked with the Proposer's name "EARLY HEAD START CHILDCARE PARTNERSHIP SERVICES", RFP #SCC2015.
4. Proposers must be typed. Erasures and "white-out" are not permitted. Please identify all attachments, literature and samples, etc., with your firm name and our bid number.
5. Proposals must be verified before submission as they cannot be withdrawn or corrected after being opened. DHA will not be responsible for errors or omissions on the part of bidders in making up their proposals. A responsible officer or employee must sign proposals.

C. Proposal Format

Response to this RFP must be in the form of a proposal package that must be submitted in the following format:

1. **Cover Page** – The Cover Page Template is inserted at the end of this document. In addition to the cover page requirements, please submit a letter, on letterhead stationery, signed by a duly authorized officer, employee, or agent of the organization/firm submitting the proposal that must include the following information:
 - a. A statement that the proposal is being submitted in response to the Request for Proposal – EARLY HEAD START CHILDCARE PARTNERSHIP SERVICES, RFP# SCC2015.
 - b. A statement indicating which individuals, by name, title, address, telephone number, and signature are authorized to negotiate with DHA on behalf of the organization/firm.
 - c. A statement certifying that:
 - (i) the Proposer's signatory is an agent authorized to submit proposals on behalf of the organization/firm;
 - (ii) all declarations in the proposal and attachments are true to the best of reasonable knowledge;

- (iii) all aspects of the proposal, including cost, have been determined independently, without consultation with any other prospective Proposer or competitor for the purpose of restricting competition;
- (iv) the offer made in the proposal is firm and binding for 90 days after receipt of the proposal by DHA; and
- (v) All aspects of this RFP and the proposal submitted are binding for the duration if this proposal is selected and a contract awarded.

2. **Cost and Fees**

- a. Provide a proposed schedule of fees for the Services.
- b. Explain any assumptions or constraints in a price proposal to perform the Services.
- c. Explain any additional charges or fees in the proposal.
- d. Detail any additional costs deemed necessary by the Proposer.
- e. Remember that the cost of preparing this application and proposal, including needs assessments, surveys, contractor work, etc., are ineligible costs to include in your budget.

3. **Experience**

Describe the experience the Proposer has in the provision of the Services proposed. Please include a description of the Proposer's history and background, experience, accomplishments, ability to serve Early Head Start children, special qualifications, tax status, and certified financial statement (one page) including owner(s) or board information.

- a. Briefly describe the experience of Proposer's key staff that will be working on any part of the Services, including a description of the qualifications, experience and salaries of proposed key management and operating personnel. If these individuals have not yet been selected, state the hiring parameters Proposer will adhere to regarding qualifications, experience and salaries in selecting personnel for these positions, and Proposer's proposed plan for same.
- b. Provide a description of other similar services presently being provided by the Proposer. If the Proposer is an early childhood educational provider, please include without limitation, child/teacher ratios existing at said facilities, curriculum implemented therein, sick child care program, if any, parent groups (i.e. Parent Advisory Council/board), Proposer's policies for obtaining qualified substitutes, and recruitment techniques for filling vacancies with qualified personnel. This part should also include a general analysis of the Proposer's experience in meeting the needs of children/parents from diverse social and economic backgrounds. Consideration will be given to agencies that serve a special needs population, that is, programs that primarily serve the homeless, the physical or psychologically impaired, or non-English speaking families.

- c. Provide the following additional information:
 - (i) A proposed budget for the number of children the Proposer offers to provide the Services;
 - (ii) A copy of the Proposer's current State of Mississippi license to provide the Services, if required, and proof of two additional years of State of Mississippi licensing experience;
 - (iii) The attachments required under Section II, Minimum Requirements, of this RFP;
 - (iv) A statement of the goals of the Proposer; the Proposer's Articles of Incorporation, if applicable, and proof of non-profit or IRS classification status.

IX. PROPOSAL EVALUATION AND SELECTION

A. Evaluation Process

1. **Initial Review**—All proposals will be initially evaluated to determine if they meet the following minimum requirements:
 - a. The proposal must be complete, in the required format, and be in compliance with all the requirements of the RFP.
 - b. Proposers must meet the Minimum Proposer Requirements outlined in Section II of this RFP.
2. **Technical Review**—Proposals meeting the above requirements will be subject to further evaluation. The evaluation itself will consist of the qualitative appraisal and ranking of responsive proposal statements in terms of the following criteria:
 1. Financial and Organizational History (to include tax status, certified financial statement, current state certification, goals, articles of incorporation). (20%)
 2. Experience and qualifications of organization (to include all aspects of currently operated facilities, site visits, and oral interviews). (35%)
 3. Proposed Child Development Program, if applicable (to include the components as outlined in the scope of Services, need and geographical area, number of children to be served, qualification of staff, budgetary information and ability to provide the required twenty-five percent non-federal match). (35%)
 4. History of proposed Services to special needs populations. (10%)

If further information is required, the Proposer may be requested to allow other facility site visits, facilitate parent interviews, and make oral presentations, as applicable.

Following the selection of the top-ranked proposals, Proposer qualifications and experience will be verified and, if found satisfactory, the Proposer will become part of the list of eligible providers for Head Start Program dollars as they become available by geographic locations. Based on proposal rankings, contracts will be entered into with contracting agencies, as funds will allow.

Selection will be based on determination of which proposal best meets the needs of Sunflower County and the requirements of this RFP.

B. Contract Award

1. Contract(s) will be awarded based on a competitive selection of proposals received. The contents of the proposal of the successful Proposer will become contractual obligations and failure to accept these obligations in a contractual agreement may result in cancellation of the award.
2. DHA will determine the project award date(s) and duration. The number of awards issued under this RFP is dependent upon the amounts requested in the proposals submitted to DHA in response to this request and availability of funding. It is the intent of DHA to issue multiple contracts under this award if multiple proposals qualify and funding is available.
3. It is the intent of DHA to enter into a contract for the period of October 1-June 30, 2016 with an options to renew yearly, assuming the grantee meets the need and performance of the agency and funding remains available.

TEMPLATE

FOR

APPLICATION

PACKAGE

SAMPLE LETTER OF INTENT FORMAT

[On letterhead]

[Location], [Date]

[Name and title of the person responsible for handling proposals]

[Complete address]

Letter of Intent

Request for Proposal for [Project title]

RFP# [RFP identification number]

Dear [Contact name]:

I would like to indicate our interest in the above Request for Proposal (RFP) and to be notified for any updates and amendments to the RFP.

Sincerely,

[Signature]

[Contact name]

[Complete address of the prospective provider]

[Phone and fax]

[Email address, an alias or distribution list dedicated to the RFP process]

**IPC 2015 EARLY HEADSTART CHILDCARE PARTNERSHIP
SUNFLOWER CHILDCARE COALITION
COVER SHEET TEMPLATE**

Project Title: _____

Applicant Organization Name: _____

Address: _____

Name of Owner: _____

Name of Director: _____

Contact Phone Numbers (Voice, Fax): _____

E-Mail Address: _____

Web Site Address, if applicable: _____

License Capacity: _____ Current Enrollment: _____

Overall Quality Star Rating: _____ Total Request for Funding: _____

Age groups of targeted programs, and number of estimated participants within each group:
(multiple groups are allowed if appropriate to your program)

- Age range or grade range: _____ Number enrollees: _____
- Age range or grade range: _____ Number enrollees: _____
- Age range or grade range: _____ Number enrollees: _____

Date Range of Entire Project (including time for training, enrollment, data collection):

_____ - _____

Date Range for Participant Involvement in Project (dates participants will receive services):

_____ - _____

One paragraph summary of project:

Project Narrative & Experience

10 page limit. 1" margins, size 12 standard font, single-spaced.

Insert information about your project, the need for the area selected, methodology, resources and capabilities here. The Appendixes including the Work plan matrix does not count toward the page limit.

APPENDIX A. WORK PLAN MATRIX

Project Title: _____

Goal One: (# of goals, objectives and activities will depend upon your proposed plan, please add rows or delete as needed)

Objective	Activities	Evaluative Measures	Responsible Parties	Time Line
A)	1. 2. 3.			
B)	1. 2. 3.			
C)	1. 2. 3.			

Goal Two:

Objective	Activities	Evaluative Measures	Responsible Parties	Time Line
A)	1. 2. 3.			
B)	1. 2. 3.			
C)	1. 2. 3.			

All Head Start agencies serving infants and toddlers must establish program goals for improving the school readiness of participating children and take steps to achieve these goals (45 CFR XIII 1307.3 (b)(1),(2) as amended). The Office of Head Start is developing resources and materials to support programs in developing and implementing school readiness goals for infants and toddlers across the five essential domains: language and literacy, cognition and general knowledge, approaches to learning, physical development and health, and social and emotional development. Please visit <http://eclkc.ohs.acf.hhs.gov/hslc/hs/sr/approach> for more information.

Appendix B. Budget and Budget Justification

Project Title: _____

Category	Budget
a. Personnel	\$.00
b. Fringe Benefits	.00
c. Travel	.00
d. Equipment	.00
e. Supplies	.00
f. Contractual	.00
g. Construction	.00
h. Other	.00
j. Indirect Charges	Not allowable
k. TOTALS	\$.00

Budget Justification

Provide a budget justification narrative that explains the amounts requested for each line in the budget. The budget justification should specifically describe how each item will support the achievement of proposed objectives. The budget justification **MUST** be concise, but must also provide detail as to how costs were determined or calculated (e.g. justify the anticipated expenses using price quotes, historical costs, etc.). Do not use the justification to expand the project narrative. Include the following in the Budget Justification narrative:

Personnel Costs & Fringe Benefits: Personnel costs should be explained by listing each staff member who will be supported from funds, name (if possible), position title, percent full time equivalency (# hours/week), annual salary, and the exact amount requested for each staff position. Also provide the fringe benefit rate paid for personnel. Total personnel costs should not be more than 25% of the requested budget.

Travel: List travel costs according to local travel, utilizing the standard federal rate of \$0.56/mile. For all travel, the mileage rate, number of miles, reason for travel and staff member/consumers completing the travel should be outlined. The budget should also reflect the travel expenses associated with participating in meetings and other proposed trainings or workshops relevant to the project activities. Out of state and overnight travel expenses (e.g. hotels) will not be reimbursable through this program.

Equipment: Equipment is defined as any durable goods with a unit cost of \$5,000 or more. Due to the short nature of these programs, this funding opportunity will not support equipment costs.

Supplies: List the items that the project will purchase for use in its program. Supplies could include paper, pencils, desktop computers, laptops, educational materials and administrative consumables. Each category of supply must be listed separately.

Contractual: Provide a clear explanation as to the purpose of each contract, how the costs were estimated, and the specific contract deliverables.

Other: Put all costs that do not fit into any other category into this category and provide an explanation of each cost in this category. This may include rental costs, insurance, postage, phones, etc.

Note: In-directs or Facilities & Administration costs are not allowable as a percentage of direct costs, but items such as rent, utilities, phones, etc. may be accounted for under the other category.

In-Kind: If any in-kind donations or matching is planned, please describe it in this section. Examples of an in-kind match might be rent, space, supplies, volunteers, curriculum, donations, etc. Matching donations are not required for this project.

APPENDIX C. JOB DESCRIPTIONS FOR ALL KEY POSITIONS, CLASSROOM INFORMATION, STAFF CERTIFICATIONS AND STAFF RESUMES FOR KNOWN PERSONNEL.

APPENDIX D. LETTERS OF SUPPORT OR EXISTING MEMORANDUMS OF AGREEMENT.

APPENDIX E. STATE REGULATORY INFORMATION INCLUDING STATE CAPACITY LICENSURE, QUALITY STAR RATING, MISSISSIPPI CHILD CARE PAYMENT PROGRAM DOCUMENTATION IDENTIFYING THE NUMBER OF CHILDREN 0-3 PARTICIPATING IN THE STATES PROGRAM.

APPENDIX F. OTHER RELEVANT INFORMATION INCLUDING OTHER FUNDING SOURCE UTILIZED.