

CHILD
DEVELOPMENT
SERVICES

REPORT BACK ON
P.L. 2011, c. 616

February 1, 2013

February 1, 2013

Report from Child Development Services (CDS)

Required by Legislative Document No. 1843

H.P. 1364

An Act to Implement the Recommendations of the Office of the Program Evaluation and Government Accountability and the Government Oversight Committee Regarding Quasi-Independent State Entities

§12023. Reports to the Legislature

1. Adoption and implementation status of written policies and procedures required by section 12022 and describing the measures the governing body intends to use to monitor compliance with those policies and procedures.

CDS STATUS REPORT for section 12022. Financial Policies and Procedures

Item 3 - Selection of Vendors (please refer to Appendix A)

- A. Child Development Services will use the State of Maine, Division of Purchases Procurement Process including the Request for Proposal Process as the standard method to competitively pre-qualify vendors for delivery of Early Intervention and Special Education and Related Services for Children ages Birth through school age five as well as for various administrative/professional services such as the annual system wide audit.
- B. Competitive Procurement may need to be waived during the course of a given fiscal year, after awards and contract establishment have been put in place in the event that identified children cannot be timely served by the current cadre of qualified vendors.
- C. Procurements exceeding \$10,000 not competitively procured will be justified in writing and maintained at the CDS central office within the Fiscal Department for a five year period.

Item 4- Contributions

- A. Payment of membership dues to the Maine Administrators of Services for Children with Disabilities (MADSEC) for the nine regional CDS Directors, the State Director of Early Childhood Special Education and the Deputy Director has been a long established past precedent in the management employment agreement with these staff.
- B. MADSEC memberships are budgeted and accounted for in the administrative expenses of the regional budgets and in the aggregate total.
- C. Documentation is required in the form of a registration form, a membership certificate and is kept both locally and with fiscal backup at the state office.
- D. The budget is reviewed and approved at the state CDS office and in conjunction with the MDOE staff.

*CDS makes no other contributions as described in the definitions in section 12021 -3.

Item 5 – Travel, meals and entertainment **(please refer to Appendix B)**

- CDS does not support payment for any form of entertainment.
- A. Travel and meal costs are required to be directly related to staff job descriptions.
- B. The CDS policy addresses the person's for whom CDS will pay travel, lodging and meals and under what conditions.
- C. Prior approval of lodging expenses is required and documented, travel and meals are documented, verified, approved and either paid directly, depending on the circumstance or reimbursed to the employee via the payroll department.
- D. All travel, lodging and meals are expensed as distinct line items in the CDS budgets and recorded in the accounting documentation.
- E. The annual budget is approved by the CDS State Director and MDOE staff and periodic reports on actual costs are provided to the MDOE.

Item 6 – Lobbying –

*CDS does not and may not retain a paid professional lobbyist.

**Child Development Services
Request for Proposals
FOR
eCIMS**

CHILD DEVELOPMENT SERVICES

RFP # (this number will be assigned by the CDS)

(insert RFP TITLE)

RFP Coordinator: Pamela Grimshaw
Child Development Services State IEU
Burton M. Cross Building, 111 Sewall Street, 5th Floor
146 State House Station, Augusta ME 04333

Tel: (207) 624-6851 e-mail: pamela.grimshaw@maine.gov Fax: 207-624-6784

From the time this RFP is issued until award notification is made, all contact with Child Development Services regarding this RFP must be made through the aforementioned RFP Coordinator. No other person / Child Development Services employee is empowered to make binding statements regarding this RFP. Violation of this provision may lead to disqualification from the bidding process, at the State's discretion.

Deadline for Submitted Questions: (insert date), 5:00 p.m. local time

Proposals Due: (date), not later than 2:00 p.m. local time

Submit to:

**Child Development Services State IEU
Burton M. Cross Building, 111 Sewall Street, 5th Floor
146 State House Station, Augusta ME 04333**

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Public Notice

(This is a template for Child Development Services' public notice / advertisement regarding the RFP.)

**Child Development Services
Public Notice for RFP # (insert RFP # once provided)
(insert RFP title)**

Child Development Services has a requirement for (insert a brief description of the goods/services to be provided). In accordance with State procurement practices, Child Development Services is hereby announcing the publication of a Request for Proposals (RFP) #(insert RFP# once provided) for the purchase of the aforementioned (insert the word "services" or "goods and services", as applicable).

A copy of the RFP can be obtained by contacting Child Development Services' RFP Coordinator for this project: Pamela Grimshaw, Finance Director. The RFP Coordinator can be reached at the following email address: pamela.grimshaw@maine.gov or mailing address: Child Development Services State IEU, 146 State House Station, Augusta, Maine 04330. Child Development Services encourages all interested vendors to obtain a copy of the RFP and submit a competitive proposal.

Proposals must be submitted to Child Development Services, located at the Burton M. Cross Office Building, 111 Sewall Street, 5th Floor, 146 State House Station, Augusta, Maine, 04333. Proposals must be submitted by 2:00 pm, local time, on (insert date), when they will be opened at Child Development Services aforementioned address. Proposals not received at Child Development Services aforementioned address by the aforementioned deadline will not be considered for contract award.

Child Development Services
RFP # (insert RFP # once provided)
(insert RFP title)

PART I INTRODUCTION

A. Purpose and Background

Child Development Services (“CDS”) is seeking proposals to provide (insert brief name of services) as defined in this Request for Proposals (RFP) document. This document provides instructions for submitting proposals, the procedure and criteria by which the Provider(s) will be selected, and the contractual terms which will govern the relationship between Child Development Services and the awarded Bidder(s).

(Insert a brief summary which describes the need for the service(s). You should also describe how the service ties into CDS’s mission and goals. Also include some background information as to how and why this service came about -- for example, if it was mandated by statute -- the history of the service being provided in the State, etc. Think in terms of what introductory information would be beneficial for potential Bidders to provide their best, most well-informed response to CDS. Also remember that this is just an introduction – the full Scope of Services is provided in Part II of the RFP.)

B. General Provisions

1. Issuance of this RFP does not commit CDS to issue an award or to pay expenses incurred by a Bidder in the preparation of a response to this RFP. This includes attendance at personal interviews or other meetings and software or system demonstrations, where applicable.
2. All proposals should adhere to the instructions and format requirements outlined in this RFP and all written supplements and amendments (such as the Summary of Questions and Answers), issued by CDS. Proposals are to follow the format and respond to all questions and instructions specified below in the “Proposal Submission Requirements and Evaluation” section of this RFP.
3. Bidders shall take careful note that in evaluating a proposal submitted in response to this RFP, CDS will consider materials provided in the proposal, information obtained through interviews/presentations (if any), and internal information of previous contract history with the Bidder (if any). CDS also reserves the right to consider other reliable references and publicly available information available in evaluating a Bidder’s experience and capabilities. The proposal shall be signed by a person authorized to legally bind the Bidder and shall contain a statement that the proposal and the pricing contained therein will remain valid and binding for a period of 180 days from the date and time of the bid opening.
4. The RFP and the selected Bidder’s proposal, including all appendices or attachments, will be incorporated in the final contract.
5. Following announcement of an award decision, all submissions in response to this RFP will be considered public records available for public inspection pursuant to the State of Maine Freedom of Access Act (FOAA) (1 M.R.S. §§ 401 *et seq.*). If a Bidder submits materials that it claims are confidential because they are not “public records” pursuant to FOAA, the Bidder must (1) conspicuously and precisely designate those particular portions of its materials as “confidential” and (2) provide the specific statutory or other legal basis that excepts the designated materials from FOAA’s definition of “public record.” (See 1 M.R.S. § 402; <http://www.maine.gov/foaa/law/exceptions.htm>.) A Bidder’s confidential designation does not ensure nondisclosure of the material; the State shall determine whether submitted materials are “public records.”
6. Child Development Services, at its sole discretion, reserves the right to recognize and waive minor informalities and irregularities found in proposals received in response to this RFP.

7. All applicable laws, whether or not herein contained, shall be included by this reference. It shall be Proposer's/Vendor's responsibility to determine the applicability and requirements of any such laws and to abide by them.

C. Eligibility to Submit Bids

Public agencies, private for-profit companies, and non-profit companies and institutions are invited to submit bids in response to this Request for Proposals.

(Modify the sentence above as needed. If there are specific requirements, such as licensure/certification, needed to perform the service(s) in question, please state those requirements here.)

D. Contract Term

Child Development Services is seeking a cost-efficient proposal to provide services, as defined in this RFP, for the anticipated contract period defined in the table below. Please note that the dates below are estimated and may be adjusted as necessary in order to comply with all procedural requirements associated with this RFP and the contracting process. The actual contract start date will be established by a completed and approved contract.

Contract Renewal: Following the initial term of the contract, CDS may opt to renew the contract for (insert number of renewals; the State's standard is three) renewal periods of one year each, subject to continued availability of funding and satisfactory performance.

The term of the anticipated contract, resulting from this RFP, is defined as follows:

| Period | Start Date | End Date |
|-------------------------------|-------------------|-----------------|
| Initial Period of Performance | (insert date) | (insert date) |
| Renewal Period #1 | (insert date) | (insert date) |
| Renewal Period #2 | (insert date) | (insert date) |
| Renewal Period #3 | (insert date) | (insert date) |

(The standard term for a State of Maine service contracts is one initial year of performance, followed by a maximum of three optional, renewal years – for a grand total of four years of performance. Alternatively, a two-year agreement may be established, with one 2-year renewal – again, for a grand total of four years of performance. A Department may choose to use fewer than four years at its discretion.)

E. Number of Awards

Child Development Services anticipates making (insert "one" or "multiple") award(s) as a result of this RFP process.

(If there will be a particular structure to the way in which awards are made, please explain that in this section. If there are to be multiple awards, include a breakdown to show how the awards will be made, for example, by county, district, region, etc. If you are not sure if you want to make one or multiple awards, change the sentence above to read that "Child Development Services reserves the right to make one or multiple awards, whichever is in the best interests of CDS, as a result of this RFP process.")

PART II SCOPE OF SERVICES

(Insert a summary of the specific tasks and objectives. State the desired outcomes very clearly, and if there are certain expectations or performance measures that must be met by the Bidders, define them. As much as possible, however, leave this section open for Bidders to demonstrate how they can/will deliver the services and meet your expectations. This will allow Bidders a better opportunity to demonstrate their understanding of the requested services as well as give reviewers more substantive material with which to score the proposals received. This section should also include a brief description of the location where the work will be performed. If the work can be performed at the Bidder's own facility, say so. If the work must be performed at a CDS facility, say so and give the address of the facility.)

PART III KEY RFP EVENTS

A. Timeline of Key RFP Events

| Event Name | Event Date and Time |
|---|-------------------------------------|
| Bidders' Conference (optional) | (insert date and start time) |
| Due Date for Receipt of Written Questions | (insert date) at 5:00pm, local time |
| Due Date for Receipt of Proposals | (insert date) at 2:00pm, local time |
| Estimated Contract Start Date (subject to change) | (insert date) |

B. Bidders Conference

(Note: Bidders' conferences are optional, and not required to be held for every RFP process. If you do not intend to hold a Bidders' conference, then please delete everything below and write in this section that "Child Development Services does not intend to hold a Bidders' Conference as part of this RFP process.")

Child Development Services will sponsor a Bidders' Conference concerning this RFP beginning at the date and time shown in the timeline above. The Bidders' Conference will be held at (insert place, including a complete address)

The purpose of the Bidders' Conference is to answer and/or field questions, clarify for potential Bidders any aspect of the RFP requirements that may be necessary and provide supplemental information to assist potential Bidders in submitting responses to the RFP. Although attendance at the Bidders' Conference is not mandatory, it is *strongly encouraged* that interested Bidders attend.

(Note: if CDS intends to hold a Bidders' conference, and you believe that it should be mandatory for Bidders to attend in order for their proposals to be evaluated, then please contact the RFP Coordinator for further discussion. Mandatory participation is not recommended, as it shows the interested Bidders the level of competition that they face, and may therefore affect the proposal response that they provide.)

C. Questions

1. General Instructions

- It is the responsibility of each Bidder to examine the entire RFP and to seek clarification in writing if the Bidder does not understand any information or instructions.
- Questions regarding the RFP must be submitted in writing and received by the RFP Coordinator listed on the cover page of this RFP document as soon as possible but no later than the date and time specified in the timeline above.
- Questions may be submitted by e-mail, fax or regular mail. If faxed, please be sure to include a cover sheet addressed to the RFP Coordinator listed on the cover of this RFP, and indicate the number of pages sent. CDS assumes no liability for assuring accurate/complete fax or e-mail transmission and receipt.
- Include a heading with the RFP Number and Title. Be sure to refer to the page number and paragraph within this RFP relevant to the question presented for clarification, if applicable.

2. Summary of Questions and Answers

Responses to all substantive and relevant questions will be compiled in writing and distributed to all registered, interested persons by e-mail no later than seven (7) calendar days prior to the proposal due date. Only those answers issued in writing by the RFP Coordinator will be considered binding. CDS reserves the right to answer or not answer any question received.

D. Submitting the Proposal

1. **Proposals due:** Proposals must be received no later than 2:00 p.m. local time, on the date listed in the timeline above, at which point they will be opened. Proposals received after the 2:00 p.m. deadline will be rejected without exception.
2. **Mailing/Delivery Instructions**
 - a. Only proposals received at the official delivery site prior to the stated deadline will be considered. Bidders submitting proposals are responsible for allowing adequate time for delivery. Proposals received after the 2:00 p.m. deadline will be rejected without exception. Postmarks do not count and fax or electronic mail transmissions of proposals are not permitted unless expressly stated in this RFP. Any method of hardcopy delivery is acceptable, such as US Mail, in-person delivery by Bidder, or use of private courier services.
 - b. The Bidder must send its proposal in a sealed package including one **original and** (insert number of copies, usually one for each evaluation team member) **copies** of the complete proposal. Please clearly label the original. One electronic copy of the proposal must also be provided on CD or flash drive with the complete narrative and attachments in MS Word format. Any attachments that cannot be submitted in MS Word format may be submitted as Adobe (.pdf) files.
 - c. Address each package as follows (and be sure to include the Bidder's full business name and address as well as the RFP number and title):

Bidder Name/Return Address

Child Development Services
Burton M. Cross Building, 5th Floor
111 Sewall Street
146 State House Station
Augusta, Maine 04333

Re: RFP # (insert RFP # assigned by the Division of Purchases)

PART IV PROPOSAL SUBMISSION REQUIREMENTS

(IMPORTANT: Please consider all of Part IV to be completely customizable to meet CDS's needs. Any text in black font within Part IV is provided only as an example, and should be tailored to the requirements of CDS for this specific RFP.)

This section contains instructions for Bidders to use in preparing their proposals. The Bidder's proposal must follow the outline used below, including the numbering and section and sub-section headings as they appear here. Failure to use the outline specified in this section or to respond to all questions and instructions throughout this document may result in the proposal being disqualified as non-responsive or receiving a reduced score. Child Development Services and its evaluation team for this RFP have sole discretion to determine whether a variance from the RFP specifications should result in either disqualification or reduction in scoring of a proposal. Rephrasing of the content provided in this RFP will, at best, be considered minimally responsive. CDS seeks detailed yet succinct responses that demonstrate the Bidder's experience and ability to perform the requirements specified throughout this document.

A. Proposal Format

(This list can and should be customized to CDS's preferences for proposal formatting. When considering proposal formatting needs/preferences, consider the nature of the services being requested in the RFP, and whether or not the Bidders interested in providing the requested services would have the administrative capacity to easily meet to all formatting preferences. If the requested services are relatively straightforward, then it is suggested that you keep the formatting preferences straightforward.)

1. For clarity, the proposal should be typed or printed. Proposals should be single-spaced with 1" margins on white 8 ½" x 11" paper using a font no smaller than 12 point Times New Roman or similar.
2. All pages should be numbered consecutively beginning with number 1 on the first page of the narrative (this does not include the cover page or table of contents pages) through to the end, including all forms and attachments. For clarity, the Bidder's name should appear on every page, including Attachments. Each Attachment must reference the section or subsection number to which it corresponds.
3. Bidders are asked to be brief and to respond to each question and instruction listed in the "Proposal Submission Requirements" section of this RFP. Number each response in the proposal to correspond to the relevant question or instruction of the RFP. The proposal should be limited to a maximum total of (insert number of pages) pages. Pages provided beyond the aforementioned maximum amount will not be considered during evaluation.
4. The following proposal elements, if applicable/requested, will not be counted as part of the maximum total number of pages allowed for the proposal: proposal cover page, table of contents, financial forms, any required attachments, appendices, or forms provided by CDS in the RFP, organizational charts, job descriptions, or staff résumés. (This list may be edited as needed, based on CDS's needs and request for attachments.)
5. The Bidder may not provide additional attachments beyond those specified in the RFP for the purpose of extending their response. Any material exceeding the proposal limit will not be considered in rating the proposals and will not be returned. Bidders shall not include brochures or other promotional material with their proposals. Additional materials will not be considered part of the proposal and will not be evaluated.
6. Include any forms provided in the application package or reproduce those forms as closely as possible. All information should be presented in the same order and format as described in the RFP.
7. It is the responsibility of the Bidder to provide all information requested in the RFP package at the time of submission. Failure to provide information requested in this RFP may, at the discretion of CDS's evaluation review team, result in a lower rating for the incomplete sections and may result in the proposal being disqualified for consideration.

(The point immediately below is optional, and can be used at the discretion of CDS. If you choose not to use this point, please delete it as well as the "Proposal Cover Page" provided at the end of this RFP.)

8. Bidders should complete and submit the proposal cover page provided in Appendix A of this RFP and provide it with the Bidder's proposal. The cover page must be the first page of the proposal package. It is important that the cover page show the specific information requested, including Bidder address(es) and other details listed. The proposal cover page shall be dated and signed by a person authorized to enter into contracts on behalf of the Bidder. (As noted above, this point is optional.)

B. Proposal Contents

(As noted above, all sections of Part IV of this RFP template can be considered completely customizable to CDS's needs, including this "Proposal Contents" section. The only requirement is that cost proposal information must be requested in some form.)

Section I Organization Qualifications and Experience

1. Description of the Organization

Present a detailed statement of qualifications and summary of relevant experience. If subcontractors are to be used, provide a list that specifies the name, address, phone number, contact person, and a brief description of the subcontractors' organizational capacity and qualifications.

2. Organizational Description and Qualifications

(The following list provides examples of what CDS may want to request. Edit this list to fit your RFP needs/requirements. Remove any examples below that are either not applicable or irrelevant to your RFP and add any items not listed which you require.)

- a. Location of the corporate headquarters. Also, describe the current or proposed location where services will be provided or from which the contract will be managed.
- b. Attach documentation of any applicable Maine licensure requirements (or any specific credentials required).
- c. Attach a certificate of insurance on a standard Acord form (or the equivalent) evidencing the Bidder's general liability, professional liability and any other relevant liability insurance policies that might be associated with this contract.

3. Organizational Experience

Briefly describe the history of the Bidder's organization, especially regarding skills pertinent to the specific work required by the RFP and any special or unique characteristics of the organization which would make it especially qualified to perform the required work activities. Include similar information for any subcontractors.

4. Description of Experience with Similar Projects

- a. Provide a description of five projects that occurred within the past five years which reflect experience and expertise needed in performing the functions described in the "Scope of Services" portion of this RFP. For each of the five examples provided, a contact person from the client organization involved should be listed, along with that person's telephone number. Please note that contract history with Child Development Services, whether positive or negative, may be considered in rating proposals even if not provided by the Bidder.
- b. If the Bidder has not provided similar services, note this, and describe experience with projects that highlight the Bidder's general capabilities.

Section II Specifications of Work to be Performed

1. Services to be Provided

Discuss the Scope of Services referenced above in this RFP and what the Bidder will offer. Give particular attention to describing the methods and resources you will use and how you will accomplish the tasks involved. If subcontractors are involved, clearly identify the work each will perform.

2. Implementation: Work Plan (This is **optional** and should only be used if applicable. Do not ask for a Work Plan if your requested services are straightforward.)

Provide a realistic work plan for the implementation of the program through the first contract period. Display the work plan in a timeline chart. Concisely describe each program development and implementation task, the month it will be carried out and the person or position responsible for each task. If applicable, make note of all tasks to be delegated to subcontractors.

Section III Cost Proposal

(It is strongly encouraged that you provide the Bidders with a cost proposal form to fill out – a placeholder for this form is provided in this RFP as Appendix B. Use of a cost proposal form is not required and may not fit every RFP situation, but if a form can be used, then it will help to ensure that your cost proposals are presented by all Bidders in a similar format and can be more easily compared on an ‘apples-to-apples’ basis. If you do not use a form, it may create more work for CDS’s evaluation team. If the cost proposal for your RFP can be presented in one all-inclusive dollar amount, then a cost proposal form may not be necessary. If you have multiple cost elements or hourly rates to consider, then a cost proposal form would be applicable and helpful.)

1. General Instructions

- a. The Bidder must submit a cost proposal that covers the entire period of the contract, including any optional renewal periods. Please use the expected contract start date of (insert date) and an end date of (insert date) in preparing this section.
- b. The cost proposal shall include the costs necessary for the Bidder to fully comply with the contract terms and conditions and RFP requirements.
- c. Failure to provide the requested information and to follow the required cost proposal format provided in Appendix B (delete the red portion of the previous sentence if it not applicable to your RFP, but remember that use of a cost proposal form is strongly encouraged, as noted above) may result in the exclusion of the proposal from consideration, at the discretion of CDS.
- d. No costs related to the preparation of the proposal for this RFP or to the negotiation of the contract with Child Development Services may be included in the proposal. Only costs to be incurred after the contract effective date that are specifically related to the implementation or operation of contracted services may be included.

Section IV Required Proposal Attachments

(List any proposal attachments below which are applicable to your RFP. The Appendix A and B provided with this RFP template do not need to be listed below. If you do not require any additional proposal attachments, please delete the sentence below and write “CDS does not require any specific attachments to be presented with the Bidders’ proposals.”)

The following documents must be attached to the back of each Bidder’s proposal in the order as numbered below. The required documents will be reviewed and rated by CDS’s evaluation team.

PART V PROPOSAL EVALUATION AND SELECTION

(IMPORTANT: Please consider the vast majority of Part V to be **completely customizable** to meet your Department's needs. Any text in black font within Part V – with limited exceptions – is provided only as an example, and should be tailored to the requirements of CDS for this specific RFP. There are only three requirements in Part V that **should not be changed**: (1) the allocation of at least 25% of your evaluation points for scoring the cost proposal, (2) the use of “economic impact” as an evaluation factor (if the contract resulting from this RFP is expected to be over \$100,000 in value), and (3) the use of the consensus approach to scoring.)

Evaluation of the submitted proposals shall be accomplished as follows:

A. Evaluation Process - General Information

1. An evaluation team, comprised of qualified reviewers, will judge the merits of the proposals received in accordance with the criteria defined in the RFP, and in accordance with the most advantageous cost and economic impact considerations (where applicable) for the State.
2. Officials responsible for making decisions on the selection of a contractor shall ensure that the selection process accords equal opportunity and appropriate consideration to all who are capable of meeting the specifications. The goals of the evaluation process are to ensure fairness and objectivity in review of the proposals and to ensure that the contract is awarded to the Bidder whose proposal best satisfies the criteria of the RFP at a reasonable/competitive cost.
3. Child Development Services reserves the right to communicate and/or schedule interviews/presentations with Bidders if needed to obtain clarification of information contained in the proposals received, and CDS may revise the scores assigned in the initial evaluation to reflect those communications and/or interviews/presentations. CDS reserves the right to make video or audio recordings of any applicable interview/presentation process. Interviews/presentations are not required, and changes to proposals will not be permitted during any interview/presentation process. Therefore, Bidders should submit proposals that present their costs and other requested information as clearly and completely as possible.

B. Scoring Weights and Process

1. **Scoring Weights:** The score will be based on a 100 point scale and will measure the degree to which each proposal meets the following criteria.

(Reminder: The total of awarded points shown below must equal 100. Also, if you made changes to the Proposal Contents section in Part IV of this RFP, then be sure to update the number of sections and section titles listed below.)

Section I. Organization Qualifications and Experience (XX points)

Includes all elements addressed above in Part IV, Section I.

Section II. Specifications of Work to be Performed (XX points)

Includes all elements addressed above in Part IV, Section II.

Section III. Cost Proposal (XX points) (must be a minimum of 25 points out of 100)

Includes all elements addressed above in Part IV, Section III.

2. **Scoring Process:** The review team will use a consensus approach to evaluate the bids. Members of the review team will not score the proposals individually but instead will arrive at a consensus as to assignment of points on each category of each proposal. The contract award(s) will be made to the Bidder(s) receiving the highest number of evaluation points, based upon the proposals' satisfaction of the criteria established in the RFP. The Cost section will be scored according to a mathematical formula described below.
(The consensus approach to scoring is **strongly encouraged**. If you want to use a different method, please contact the Division of Purchases to discuss.)
3. **Scoring the Cost Proposal:** The total cost proposed for conducting all the functions specified in this RFP will be assigned a score according to a mathematical formula. The lowest bid will be awarded XX points (this should be the same value shown above for the Cost Proposal portion, unless you have other cost-related elements being considered). Proposals with higher bids values will be awarded proportionately fewer points calculated in comparison with the lowest bid.
(If you have a situation/RFP where you believe the formula below will NOT work in scoring the cost section, please contact the Division of Purchases.)

The scoring formula is:

(lowest submitted cost proposal / cost of proposal being scored) x (insert maximum cost points available) = pro-rated score

No Best and Final Offers: Child Development Services will not seek a best and final offer (BAFO) from any Bidder in this procurement process. All Bidders are expected to provide their best value pricing with the submission of their proposal.

(You can choose to base the cost score on the formula only. If you wish to also allocate points to evaluate/score budget forms and supporting budget material, then you must make reference to that here.)

4. **Negotiations**
Child Development Services reserves the right to negotiate with the successful Bidder to finalize a contract at the same rate or cost of service as presented in the selected proposal. Such negotiations may not significantly vary the content, nature or requirements of the proposal or CDS's Request for Proposals to an extent that may affect the price of goods or services requested. CDS reserves the right to terminate contract negotiations with a selected respondent who submits a proposed contract significantly different from the proposal they submitted in response to the advertised RFP. In the event that an acceptable contract cannot be negotiated with the highest ranked Bidder, CDS may withdraw its award and negotiate with the next-highest ranked Bidder, and so on, until an acceptable contract has been finalized. Alternatively, CDS may cancel the RFP, at its sole discretion.

C. Selection and Award

1. The final decision regarding the award of the contract will be made by representatives of CDS.
2. Notification of contractor selection or non-selection will be made in writing by CDS.
3. Issuance of this RFP in no way constitutes a commitment by Child Development Services to award a contract, to pay costs incurred in the preparation of a response to this request, or to pay costs incurred in procuring or contracting for services, supplies, physical space, personnel or any other costs incurred by the Bidder.

4. CDS reserves the right to reject any and all proposals or to make multiple awards.

D. Appeal of Contract Awards

Any person aggrieved by the award decision that results from this RFP may appeal the decision to the Director of the Bureau of General Services in the manner prescribed in 5 MRSA § 1825-E and 18-554 Code of Maine Rules, Chapter 120 (found here: <http://www.maine.gov/purchases/policies/120.shtml>). The appeal must be in writing and filed with the State Director of Child Development Services, 146 State House Station, Augusta, Maine, 04333 within 15 calendar days of receipt of notification of contract award.

If this RFP results in the creation of a pre-qualified or pre-approved list of vendors, then the appeal procedures mentioned above are available upon the original determination of that vendor list, but not during subsequent competitive procedures involving only the pre-qualified or pre-approved list participants.

PART VI CONTRACT ADMINISTRATION AND CONDITIONS

A. Contract Document

1. The successful Bidder will be required to execute a contract in the form of a State of Maine Agreement to Purchase Services. A list of applicable Riders is as follows:

(Below is an example of the Riders that may be included in the final contract. Include on this list all of the forms applicable to the contract(s) that will result from the RFP.)

Rider A: Specification of Work to be Performed

Rider B: Method of Payment and Other Provisions

Rider C: Exceptions to Rider B

Rider D: (optional; for use by Department)

Rider E: (optional; for use by Department)

Rider G: Identification of Country in Which Contracted Work Will Be Performed

(Additional Riders can be added as needed by CDS.)

2. Allocation of funds is final upon successful negotiation and execution of the contract, subject to the review and approval of the Child Development Services Purchases Review Committee. Contracts are not considered fully executed and valid until approved by the State Purchases Review Committee and funds are encumbered. No contract will be approved based on an RFP which has an effective date less than fourteen (14) calendar days after award notification to Bidders. (Referenced in the regulations of CDS of Administrative and Financial Services, Chapter 110, § 3(B)(i): <http://www.maine.gov/purchases/policies/110.shtml>)

This provision means that a contract cannot be effective until at least 14 days after award notification.

3. Child Development Services estimates having a contract in place by (insert date). CDS recognizes, however, that the actual contract effective date depends upon completion of the RFP process, date of formal award notification, length of contract negotiation, and preparation and approval by the CDS Purchases Review Committee. Any appeals to CDS's award decision(s) may further postpone the actual contract effective date, depending upon the outcome. The contract effective date may need to be adjusted, if necessary, to comply with mandated requirements.
4. In providing services and performing under the contract, the successful Bidder shall act independently and not as an agent of Child Development Services.

B. Standard State Agreement Provisions

1. Agreement Administration

- a. Following the award, an Agreement Administrator from Child Development Services will be appointed to assist with the development and administration of the contract and to act as administrator during the entire contract period. CDS staff will be available after the award to consult with the successful Bidder in the finalization of the contract.
- b. In the event that an acceptable contract cannot be negotiated with the highest ranked Bidder, CDS may withdraw its award and negotiate with the next-highest ranked Bidder, and so on, until an acceptable contract has been finalized. Alternatively, CDS may cancel the RFP, at its sole discretion.

2. Payments and Other Provisions

The State anticipates paying the Contractor on the basis of net 30 payment terms, upon the receipt of an accurate and acceptable invoice. An invoice will be considered accurate and acceptable if it contains a reference to the CDS contract number, contains correct pricing information relative to the contract, and provides any required supporting documents, as applicable, and any other specific and agreed-upon requirements listed within the contract that results from this RFP.

PART VII LIST OF RFP APPENDICES AND RELATED DOCUMENTS

(This section may be used to list documents, applicable statutes, links to websites, etc. that CDS wants to include with the RFP. This section should be deleted if not used. Don't forget to include all listed appendices/attachments with your RFP, unless you are providing a website address where the Bidder can find the document on its own.)

1. Appendix A – Child Development Services Proposal Cover Page
2. Appendix B – Cost Proposal Form

PART VIII APPENDICES
Appendix A

**Child Development Services
PROPOSAL COVER PAGE**

(Note: use of this form is optional, at the discretion of CDS.)

**RFP #(insert RFP# assigned by Division of Purchases)
(insert RFP Title)**

| | | |
|--|------|---------|
| Bidder's Organization Name: | | |
| Chief Executive - Name/Title: | | |
| Tel: | Fax: | E-mail: |
| Headquarters Street Address: | | |
| Headquarters City/State/Zip: | | |
| <i>(provide information requested below if different from above)</i> | | |
| Lead Point of Contact for Proposal - Name/Title: | | |
| Tel: | Fax: | E-mail: |
| Street Address: | | |
| City/State/Zip: | | |

| | |
|---|--|
| Proposed Cost: | |
| <i>The proposed cost listed above is for reference purposes only, not evaluation purposes. In the event that the cost noted above does not match the Bidder's detailed cost proposal documents, then the information on the cost proposal documents will take precedence.</i> | |

- This proposal and the pricing structure contained herein will remain firm for a period of 180 days from the date and time of the bid opening.
- No personnel currently employed by Child Development Services participated, either directly or indirectly, in any activities relating to the preparation of the Bidder's proposal.
- No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a proposal.
- The undersigned is authorized to enter into contractual obligations on behalf of the above-named organization.

To the best of my knowledge all information provided in the enclosed proposal, both programmatic and financial, is complete and accurate at the time of submission.

Authorized Signature Date Name and Title (Typed)

**Child Development Services
COST PROPOSAL FORM**

**RFP #(insert RFP# assigned by Division of Purchases)
(insert RFP Title)**

(Part IV, Section III of this RFP template addresses the use of a cost proposal form. The use of this form is optional at the discretion of CDS, but its use is **strongly encouraged** so that you receive cost proposals that can be easily compared to one another on an 'apples-to-apples' basis. Due to all the possible variations in cost proposal forms, a detailed template cannot be provided for you. Please create a form that addresses all aspects of the cost information you need to see, in order to best evaluate the proposals received in response to this RFP. Please note: if the cost proposal for your RFP can be presented in one all-inclusive dollar amount, then a cost proposal form may not be necessary. If you have multiple cost elements or hourly rates to consider, then a cost proposal form would be applicable and helpful.)

Bidder's Organization Name: _____

(Insert your Department's desired Cost Proposal Form here.)

**Child Development Services
Mileage Reimbursement
Policy DJB**

Travel, Lodging and Meal Reimbursement Policy

It is the policy of Child Development Services to provide for reimbursement of employee expenses for:

- travel with their own vehicle for CDS business.
- meals and lodging while an employee is away from their normal working and living residence while on official business.

This policy has adopted the rules set forth in Chapter 10 of the State of Maine State Administrative and Accounting Manual issued by the Office of the State Controller and will be updated accordingly.

Part I – Basic Rules

Assignment of Official Headquarters

Each CDS employee will be assigned an official headquarters by the CDS Regional Site Director.

1. All employees will be assigned to the Main or Satellite Office of the Regional Site.
2. For employees whose duties are at other than an established CDS Main or Satellite Office more than three days per week, the designed official headquarters may be the official's residence, if approved in writing by the CDS State Director and such designation is advantageous to CDS without prejudice to the employee.

Regional Site responsibilities

CDS Regional Site Directors and their designees for directing travel and approving reimbursement, are to:

1. Ensure that any travel costs incurred are:
 - Directly work related,
 - Obtained at the most economical price,
 - Obtained at the most efficient method, and
 - Both critical and necessary for CDS business.
2. Exercise prudent judgment in approving travel-related costs.

Restrictions on reimbursement for privately-owned motor vehicle use

Definitions of terms used in Mileage Reimbursement Rules:

Points of Travel:

Official Residence (OR) – an employee's home

Official Duty Station (OS) – the worksite to which the employee is normally assigned

Note: For employees who are headquartered out of their homes, their OR and OS are one and the same.

Temporary Duty Station (TDS) – a location where the employee is assigned to work on a temporary basis

Types of Trips:

Round trip – the employee travels from one point to another and returns to the first point. It involves no stops between the first and second point in either direction.

A -----> B

A <----- B

Triangle – the employee travels between the OR, OS and TDS and back to the OR. An employee may also travel to the TDS before the OS, that is, from the OR to the TDS to the OS, and back to the OR.

OR -----> OS -----> TDS

OR <----- back

Straight Line – the employee travels between two points and may make one or more stops along the way in one or both directions.

A ----- B ----- C ----- D

Mileage Reimbursement Rules

- A. When an employee travels between his OS and his OR in either direction without stopping at a TDS the employee's mileage is **never** reimbursable.
- B. All miles are reimbursable when an employee travels between TDSs.

Round trips

- 1a. When an employee travels from an OS to a TDS and back to the OS, all miles are reimbursable.
- 1b. When an employee travels round trip directly between his OR and a TDS and back to his OR, he is reimbursed for the lesser of the round trip miles between his OR and the TDS or the round trip miles between his OS and the TDS.

Example: An employee lives in Topsham (OR) and works in Lewiston (OS). The employee has a day appointment in Lisbon (TDS) with Head Start Director. How do you calculate the miles?

- 1. Miles from Topsham (OR) to Lisbon (TDS) equals 9 miles. Round trip equals 18 (2*9) miles.
- 2. Miles from Lisbon (TDS) to Lewiston (OS) equals 8 miles. Round trip equals 16 (2*8) miles.
- 3. Answer: Lesser miles calculated in #2 or 16 miles

Triangles

2a. When an employee travels as part of a triangle between his OR and a TDS, in either direction, he is reimbursed for the lesser of the miles from his OR to the TDS or from his OS to the TDS.

Example: An employee lives in Topsham (OR) and works in Lewiston (OS). The employee has scheduled a meeting in Monmouth (TDS) for 8:00 am and will be leaving from home to go to Monmouth. The employee goes to the office (OS) after his meeting in Monmouth. How do you calculate the miles?

1. Miles from Topsham (OR) to Monmouth (TDS) equals 8 miles.
2. Miles from Lewiston (OS) to Monmouth (TDS) equals 17 miles.
3. Employee gets reimbursed for 8 miles for the first meeting.
4. Employee travels to office (OS) from Monmouth (TDS) and gets reimbursed for 17 miles.
5. Employee goes home (OR) from the office (OS) and does not get reimbursed for traveling home.

2b. When an employee travels as part of a triangle between a TDS and his OS, in either direction, all miles are reimbursable.

Straight Lines

3. If there is one or more TDS between an employee's OR and OS in a straight line, reimbursement is made in accordance with 2a and 2b of the triangle rules.

Additional

Working during hours or days that the employee is not normally scheduled to work **does not** entitle the employee to reimbursement for transportation mileage expenses incurred between their official residence and their official headquarters.

Example: An employee works 10 hour days Monday through Thursday and has Fridays off. The employee is required to come into the office on Friday, to take care of an emergency. The employee leaves from home and travels to the office to take care of the emergency and returns home. The employee is not entitled to mileage reimbursement, since the trip is considered the employee's normal commute.

When an employee is assigned to work at more than one location (building) within their official headquarters, they may be reimbursed only for the miles driven between the work locations. The mileage from home to the additional work/training location is not reimbursable if it is in the same city as the official headquarters.

Ed Techs assigned to a specific location does not receive reimbursement for mileage. The specific location becomes his/her Official Duty Station (OS) and traveling from his/her home would be considered commuting. If the assigned specific location ends for any reason the

employee may be reassigned to another location which becomes his/her new Official Duty Station (OS).

Reimbursement for the use of a privately owned motor vehicle is payable to only one traveler when two or more travelers are traveling in the same motor vehicle on the same trip.

All out-of-state travel must be approved by the CDS State Director prior to booking the trip.

Part II – CDS Accountability Plan and Employee Mileage Reimbursement Form

CDS Accountability Plan

CDS has an “Accountable Plan” as defined by the Internal Revenue Service and is not taxable to the employees. Amounts paid under an accountable plan are not wages and are not subject to income tax withholding and payment of social security, Medicare, and Federal Unemployment (FUTA) Taxes.

In order to qualify as an accountable plan, the reimbursement or allowance arrangement must require that the employees meet all **three** of the following rules:

1. There must be a business connection to the expenditure. This means that the expense must be a deductible business expense incurred in connection with services performed as an employee. If not reimbursed by the employer, the expense would be deductible by the employee on his/her 1040 income tax return.
2. There must be “adequate” accounting by the recipient within a reasonable period of time. This means that your employees must verify the date, time, place, amount and the business purpose of the expenses. Receipts are required unless the reimbursement is made under a per diem plan.
3. Excess reimbursements or advances must be returned within a reasonable period of time. Reasonable depends upon facts and circumstances.

If the expenses covered by this arrangement are not substantiated or amounts in excess of expenses are not returned within a reasonable period of time, the amount is treated as paid under a nonaccountable plan. This amount is then subject to income tax withholding and payment of social security, Medicare, and FUTA taxes for the first payroll period following the end of the reasonable period.

Employee Mileage Reimbursement Form

The Employee Mileage Reimbursement Form has been revised to include the employee residential city or town, position, miles (residence to site) and location of site. Please note mileage reimbursement must be submitted within 90 days of mileage reimbursable expense.

- Reimbursable miles are calculated according to the formula – lesser of the miles.
- Please attach receipts for tolls, etc.
- Only originals will be accepted for processing.

Part III – Lodging Expenses

Lodging expenses are reimbursed on the following terms:

- Lodging is generally not reimbursable if the lodging site is within a 100-mile radius of the traveler's residence or office.
- Reimbursement is based on the amount actually incurred, and is subject to a maximum dollar limit up to the allowable rates established by the U.S. General Services Administration Per Diem Rates
- Original, itemized receipts for all lodging expenses are required for reimbursement.

Part IV – Meals and Incidental Expenses

Meals and incidentals for travelers on Child Development Services business are reimbursed based on the following terms:

- Meals and incidental expenses will not be reimbursed unless the entire length of the trip is at least 24 hours or the travel includes an overnight stay verified by a lodging receipt. Some exceptions to this requirement may apply.
- The amount the traveler actually paid while on CDS business, subject to a limit for each full day on travel status up to the allowable rates established by the U.S. General Services Administration Per Diem Rates.
- Receipts are required for meal and incidental expenses claimed under the meal and lodging policy.

Approved: 1/31/2013

Required Forms:

Employee Mileage Reimbursement Form

Employee Other Reimbursement Form