Company Name:		
Company Address:		
Phone Number:		
Email Address:		 

**Special Requirements for Bids** 

**Forrest General Hospital** 

Attention: Purchasing Department 125 South 28<sup>th</sup> Avenue, Suite 100 Hattiesburg, MS 39401 (601) 288-1922

\*\*\* BIDS MUST BE SUBMITTED VIA MAIL ONLY
NO LATER THAN SEPTEMBER 5, 2023, AT 2:00 PM \*\*\*

Mailed-in Bid Envelope Must Be Marked on Outside: BID # 1593 ENCLOSED

"Non-Hazardous Solid Waste Disposal Services"

Bid Opening Date: Tuesday, September 5, 2023

Bid Opening Time: Immediately after 2:00 p.m.

Bid Opening To Take Place:
Forrest General Hospital
Purchasing Department
125 South 28<sup>th</sup> Avenue, Suite 100
Hattiesburg, MS 39401

\*\*\* THE BID OPENING WILL CONSIST OF TWO (2) REPRESENTATIVES FROM THE PURCHASING DEPARTMENT. THE WINNER WILL BE NOTIFIED VIA E-MAIL \*\*\*

Forrest Health reserves the right to accept or reject any or all bids, as well as waive any and all informalities it deems appropriate.

From: Paul DeFreese Forrest Health

> Purchasing Department 125 South 28<sup>th</sup> Avenue Hattiesburg, MS 39401

SUBJECT: BID INSTRUCTIONS

You are invited to bid on the attached request for quotation. Please read the information carefully.

The terms and conditions stated in this Request for Quotation shall be considered agreed to, unless specified otherwise. The Board reserves the right to reject any and all bids and to waive irregularities and informalities in the bid.

Place your Company Name, Address, and Telephone number on the top left of page one (1). Provide fleet specifications on page seven (7), price per specifications on pages ten (10) and eleven (11), non-resident bidder information at the top of page thirteen (13), signature of an official of your company at the bottom of page thirteen (13), and signatures at the top of pages fourteen (14) and fifteen (15).

Return your bid as specified on the attached "Bid Summary" page to the above address for the Forrest Health Purchasing Department in a sealed envelope. Quotation envelope must be marked with "BID #1593 ENCLOSED" and "Non-Hazardous Solid Waste Disposal Services" on the outside of the sealed envelope.

Quotations received after the specified date, time and/or without bid # on the outside of the envelope, shall not be considered. Faxed copies of bid will only be accepted if faxed to an outside source and mailed to Forrest Health Purchasing Department in a sealed envelope with all required information on outside of envelope.

rnank you,
Paul DeFreese
Purchasing Analyst

# REQUEST FOR QUOTATION/PROPOSAL Forrest General Hospital 125 South 28<sup>th</sup> Avenue, Hattiesburg, MS 39401 (FOR SPECIFIED LOCATIONS)

Forrest General Hospital reserves the right to reject any/or all bids and waive any informalities.

### "Non-Hazardous Solid Waste Disposal Services"

For all practical purposes in other sections of the bid specifications, the proposing bidder may be referred to as the "Vendor" and Forrest General Hospital may be referred to as the "Facility."

### **Purpose**

Proposals and/or bids are being sought by Facility for a "Non-Hazardous Solid Waste Disposal Services".

### **Bid Overview**

The Awarded Vendor(s) must provide detailed specifications and build time and estimated time of delivery.

### **Forrest General Hospital**

- 1. The facility shall provide one or more representative(s) to clarify bid specifications, answer questions, receive the bid proposals, and determine the awarded vendor.
- 2. The awarded vendor will be notified after the bid opening by telephone and letter. Please include your name, mailing address and telephone with your bid. A single contract shall be left for all items described below.
- 3. The facility reserves the right to reject any/or all bids submitted and waive any informalities, whichever is in the best interest of the facility.

### **Vendor Responsibility**

Vendors are requested to submit proposals for non-hazardous waste disposal service as per the following minimum specifications:

- 1. Vendor shall provide waste containers and pickup/disposal service for all requested locations.
- 2. Vendor may be asked to supply loaner open top containers as needed (for example, if the Forrest General compactor is not operational).
- 3. Vendor shall provide the requested container size, type, and number of pickups per week as requested by the Hospital. Service may be increased/decreased as required to meet the needs of the individual locations.
- 4. Container locations may be added or deleted as needed by the Hospital.
- 5. Containers must be in good repair, freshly painted with no dents or rust.
- 6. Containers must have locking capability as needed by the Hospital.
- 7. Weigh tickets must be provided for each load hauled.
- 8. Disposal of solid waste materials must be in compliance with Federal, State of Mississippi, and Local Regulations. Vendor must be able to supply a disposal permit for the site chosen for disposal of materials taken from Forrest General Hospital or any outlying location thereof.
- 9. Vendor must provide a copy of a certificate of insurance with bid. The amount of Workers' Compensation coverage required by Mississippi State Law. Commercial General Public Liability with a minimum coverage of \$1,000,000.00 per occurrence and \$3,000,000.00 in the annual aggregate. Automobile General Liability with a minimum coverage of \$1,000,000.00.
- 10. Alternate proposals with regard to "Group Purchasing Contracts" (example: Vizient, Direct Medical/MHA, Sourcewell, State of Mississippi) must include detailed contract information (i.e., contract date, contract number).
- 11. Forrest General Hospital reserves the right to award or reject items on an individual line item basis or a group whichever is in the best interest of the Hospital.
- 12. Pricing and Term of the Award shall be valid for a one (1) year period from date bid awarded. Pricing to remain firm for the duration of bid.
- 13. The Bid Award may be cancelled by the Hospital with thirty (30) days written notice for cause at any time during the award period.
- 14. The Pricing and Term of the award will begin November 1st, 2023, through October 31st, 2024 and may be extended for two (2) additional years, in one (1) year increments, if agreed upon in writing by both the Vendor and Forrest General Hospital, sixty (60) days prior to the end of the twelve (12) month period.
- 15. Proposals/Bids are due, no later than September 5, 2023, at 2:00 p.m. to Forrest General Hospital, Purchasing Department.
- 16. The Proposal/Bid Opening will be held at 2:00 p.m. on September 5, 2023, at Forrest General Hospital Support Services Building, Purchasing Department.

- 17. The following information is requested to determine the Hauler's ability to service locations included in this bid. Please answer the questions in reference to the Hauler's resources. (Regional and national companies please include only the resources of your division).
- 18. Vendor is responsible for all billing of services provided, to include "Contracted Vendors" acquired by the awarded vendor. Vendor to provide one invoice with all locations listed, to include charges, services, location, and department.
- 19. Vendor is required to register the company and sales team with Forrest Health's authorized Vendor Credentialing Program, Green Security.
- 20. The Vendor Representative will be responsible for completing and signing all documents included in the bid packet. Vendors who do not submit all required documents at the time of bid opening will not be considered.
- 21. Vendor shall provide a representative to communicate with the Facilities representative to answer questions, verify bid specifications, receive purchase orders, coordinate delivery and verify receipts and invoices.
- 22. Vendor shall provide a quality product as requested by the Facility. Items which do not meet expectations for quality and satisfaction will have to be fixed or repaired by vendor within adequate amount of time determined by Vendor and Facility. FOB destination.
- 23. Forrest General Hospital will not be responsible for completing credit applications submitted by the awarded vendor. Financial documents are included in the attached documentation.

### SAMPLE INVOICE PER BID SPECIFICATIONS

- 24. Vendor must provide a sample invoice of waste services based on the prices submitted during the bid opening dated **Tuesday, September 5, 2023, at 2:00 p.m.** 
  - 1. Compactor billed for 5 Tons of waste
  - 2. Roll off billed for 1000 yards of waste
  - 3. Roll off billed for 1 ton of waste
  - 4. Temporary Roll Off
    - a. Billed for 1000 yards
    - b. Billed for 1 ton

The sample invoice must include all containers and amounts listed above for 1 month of service.

Andrew Khandjian, Director of Environmental Services will be the contact to answer questions pertaining to this Bid at 601-288-4089 or Andrew.Khandjian@forrestgeneral.com.

### **COMPLETE LOCATIONS**

Vendor(s) will be responsible for servicing the following locations listed below. Additional facilities may be added as needed and pricing is to remain firm for the duration of the bid.

Forrest General Hospital 6051 US Highway 49 Hattiesburg, MS 39401

Orthopedic Institute 27 Southern Pointe Parkway Hattiesburg, MS 39401

Walthall General Hospital 100 Hospital Drive Tylertown, MS 39667

The Heart Care Center of Laurel 404 S. 13<sup>th</sup> Avenue Laurel, MS 39440

Marion General Hospital 1560 Sumrall Road Columbia, MS 39429 Jefferson Davis Hospital 1102 Rose Street Prentiss, MS 39474

Highland Community Hospital 130 Highland Parkway Picayune, MS 39466

Pearl River County Hospital 305 West Moody St. Poplarville, MS 39470

Pine Grove Recovery Center 2255 Broadway Drive Hattiesburg, MS 39401

The following facilities are to be included for pricing with the following exceptions:

Walthall County Hospital will only require a construction dumpster due to existing contract with the City of Tylertown for disposal of nonhazardous waste.

### **Commercial Route Truck Fleet**

1.	How many front load trucks do you operate daily?
2.	Do you have spare front load trucks? If yes, how many?
3.	If extra pick-ups are required, do you provide same day or next day service? Same Next
4.	If the location is in a franchised area, please specify any franchise fee.
Ro	II-Off Truck Fleet
1.	How many roll-off trucks do you operate daily?
2	Do you have snare roll-off trucks? If yes, how many?

# NON-HAZARDOUS SOLID WASTE HAULING/DISPOSAL AND RECYCLING SERVICES COMPLETE LOCATIONS

Location	Address	Size	# of Svc	Svc Days	
Forrest General Hospital	6051 US Hwy 49	32	3	M,W,F	
Forrest General Remodeling	6051 US Hwy 49	40	On Call	On Call	
Support Services	128 South 28th Ave	(2) 8	2	Tu,F	
Pine Grove Recovery Center	2255 Broadway Dr	8	4	M,T,Th,F	
FGH Cancer Center	215 S 28th Ave	8	3	M,W,F	
FGH Children's Clinic	5 Medical Blvd	8	3	M,W,F	
Pine Grove Next Step	2055 Broadway Drive	8	3	M,W,F	
FGH Home Care	1414 28th Ave	6	3	M,W,F	
Gratitude	304 Emerald Lane	6	3	M,W,F	
Pine Grove/Wicker	2701 Camp St	6	3	M,W,F	
FGH Grounds	618 S 28th Ave	30	On Call	On Call	
Oral & Max Surgery	1421 S 28th Ave	8	1	Tu	
PG Women's Center	3875 Veterans Memorial Dr.	4	4	M,T,Th,F	
Public Safety	2607 Arlington Loop	2	4	M,T,Th,F	
Marion General Hospital	1560 Sumrall Road Columbia, MS	(3) 8	3	M,W,F	
Walthall County Hospital	100 Hospital Drive Tylertown, MS	N/A	N/A	N/A	
The Heart Care Center of Laurel	404 South 13 <sup>th</sup> Avenue Laurel, MS	6	1	Tu,F	
Asbury Hospice House	304 40 <sup>th</sup> Ave	8	2	M,Th	
FGH Training Center	1000 Broadway Drive	8	2	M,Th	
FGH Midtown Building	3818 Hardy Street	8	2	M,Th	
Highland Community Hospital	130 Highland Parkway, Picayune MS	32	3	M,W,F	
The Orthopedic Institute	27 Southern Pointe Parkway	30	1	M	
Jefferson Davis Hospital	1102 Rose Street, Prentiss, MS	(4) 8	3	M,W,F	
Highland Internal Medicine Clinic	200 Golf Course Dr. Carriere, MS 39426	8	2	M,Th	
Highland Family Medicine Clinic	1702 Hwy 11 N Picayune, MS 39466	8	2	M,Th	
Pearl River Family Clinic	302 Hwy 11 S Poplarville, MS 39470	8	2	M,Th	
Pearl River County Hospital	305 West Moody St. Poplarville, MS 39470	30	3	M,W,F	

### Price per container per month for garbage collection:

(Please indicate your price per container per month in the space to the far right)

Location	Address	Size	# of Svc	Svc Days	COST
Forrest General Hospital	6051 US Hwy 49	32	32	M,W,F	
Forrest General Remodeling	6051 US Hwy 49	40	On Call	On Call	
Support Services	128 South 28th Ave	(2) 8	2	Tu,F	
Pine Grove Recovery Center	2255 Broadway Dr.	8	4	M,T,Th,F	
FGH Cancer Center	215 S 28th Ave	8	3	M,W,F	
FGH Children's Clinic	5 Medical Blvd	8	3	M,W,F	
Pine Grove Next Step	2055 Broadway Drive	8	3	M,W,F	
FGH Home Care	1414 28th Ave	6	3	M,W,F	
Gratitude	304 Emerald Lane	6	3	M,W,F	
Pine Grove/Wicker	2701 Camp St.	6	3	M,W,F	
FGH Grounds	618 S 28th Ave	30	On Call	On Call	
Oral & Max Surgery	1421 S 28th Ave	8	1	Tu	
PG Women's Center	3875 Veterans Memorial Dr.	4	4	M,T,Th,F	
Public Safety	2607 Arlington Loop	2	4	M,T,Th,F	
Marion General Hospital	1560 Sumrall Road	(3) 8	2	M,W	
Wallon General Hospital	Sumrall, MS	(3) 6	-	101,00	
Walthall County Hospital	100 Hospital Drive	N/A	N/A	N/A	N/A
Heart Care Center of Laurel	Tylertown, MS 404 South 13th Laurel, MS	6	1	Tu,F	
	·		_	· ·	
Asbury Hospice House	304 40 <sup>th</sup> Ave	8	2	M,Th	
FGH Training Center	1000 Broadway Drive	8	2	M,Th	
FGH Midtown Building	3818 Hardy Street	8	2	M,Th	
Highland Community Hospital	130 Highland Parkway Picayune, MS	32	3	M,W,F	
The Orthopedic Institute	27 Southern Pointe Parkway	30	1	M	
Jefferson Davis Hospital	1102 Rose Street, Prentiss, MS	(4) 8	3	M,W,F	
Highland Internal Medicine Clinic	200 Golf Course Dr. Carriere, MS 39426	8	2	M,Th	
Highland Family Medicine Clinic	1702 Hwy 11 N Picayune, MS 39466	8	2	M,Th	
Pearl River Family Clinic	302 Hwy 11 S Poplarville, MS 39470	8	2	M,Th	
Pearl River County Hospital	305 West Moody St. Poplarville, MS 39470	30	3	M,W,F	

### THIS IS THE SCHEDULE FOR THE COMPACTOR PRICED DIRECTLY BENEATH THIS TABLE:

Location	Address	Size	# Svc	Svc Days
Forrest General Hospital	6051 US Hwy 49	32	3	M,W,F
Orthopedic Institute	27 Southern Pointe Parkway	30	1	М
Highland Community Hospital	130 Highland Parkway, Picayune, MS	32	1	M

Price per compactor:	
32-yrd compactor: Forrest General Hosp	ital
For Transfer Station:	
Haul rate:	Disposal rate per ton:
For Runnelstown (landfill):	
Haul rate:	_ Disposal rate per ton:
Price per compactor:	
30-yrd compactor: The Orthopedic Instit	ute
For Transfer Station:	
Haul rate:	_ Disposal rate per ton:
For Runnelstown (landfill):	
Haul rate:	_ Disposal rate per ton:
General Hospital and the 30-yard co increased at each renewal period by	er ton for the 32-yard compactor located at Forrest impactor located at the Orthopedic Institute may be an amount not to exceed the dollar amount increase Vaste Authority. If you have any questions about this Purchasing for further explanation.
Price per compactor: 32-yrd compactor: Highland Community	Hospital
For Transfer Station:	
Haul rate:	Disposal rate per ton:
For (landfill):	
	Disposal rate per ton:

### THIS IS THE SCHEDULE FOR THE SHREDDER PRICED DIRECTLY BENEATH THIS TABLE:

Location	Address	Size	# Svc	Svc Days
FGH Food & Nutrition Shredder	6051 US Hwy 49	4	5	M,Tu,W,Th,F

Disposal Flat Rate:	

### THIS IS THE SCHEDULE FOR THE ROLL OFFS PRICED DIRECTLY BENEATH THIS TABLE:

Location	Address	Size	# Svc	Svc Days	
FGH Construction	6051 US Hwy 49	40	On Call	On Call	
FGH Grounds	618 S 28 <sup>th</sup> Ave.	30	On Call	On Call	
Highland Community Hospital	130 Highland Parkway,	40	On Call	On Call	
	Picayune, MS				
Walthall General Hospital	100 Hospital Drive,	40	On Call	On Call	
	Tylertown, MS				

# Price for permanent roll off: Haul rate: Rental per month: Disposal rate per ton: Disposal rate per yard: Price for temporary roll off: Haul rate: Rental per day: Disposal rate per ton: Disposal rate per yard: Disposal rate per yard: Disposal rate per yard: Delivery charge:

### **BID CHECKLIST**

	Complete section at top of Page 1 with Company Name, Contact Name, Company Address, Phone Number, and Email Address.
	On Page 13, check Yes or No to certify that you and your company qualify to do business as a resident of the State of Mississippi.
	On Page 13, if you are a non-resident person/firm/corporation, check Yes or No to confirm that a copy of your Resident State's Law pertaining to your state's treatment of non-resident bidders is attached.
	On Page 13, fill in the information requested in the center of the page to include Date, Vendor, Address, Official Signature, and Print Name & Title
	On Page 14, Standard Contract Addendum – please enter Vendor's name in space provided at top of the page
	On Page 15, Standard Contract Addendum – please sign Contractor's name, and date at the bottom left of the page.
lte	ms Required with Bid:
	<ul> <li>Provide certificate of insurance:</li> <li>Vendor must provide a copy of certificate of insurance with bid:</li> <li>The amount of Worker's Compensation coverage required by Mississippi State Law.</li> <li>Commercial General Public Liability with a minimum coverage of \$1,000,000.00 per occurrence and \$3,000,000.00 in the annual aggregate.</li> <li>Automobile General Liability with a minimum coverage of \$1,000,000.00.</li> </ul>
	Standard Contract Addendum (pages 14 & 15)

Bidders who are non-residents of the State of Mississippi must comply with the provisions of Section 31-3-21(3) of the Mississippi Code of 1972, as amended.

I certify that r	ny company a	ind I qualify to	o do business a	as a resident of	the State of Mi	ssissippi.
Yes	No					
	•	•		nfirm that a co ders is attached		ident State's Law
Confirmed: Y	es	_ No				
We quote/pro	ppose you as s	pecified by Fo	orrest General I	Hospital in this E	Bid.	
Date						
Vendor						
Address						
Official Signat	ure					
Print Name &	Title					

### FORREST COUNTY GENERAL HOSPITAL STANDARD CONTRACT ADDENDUM

This standard contract addendum ("Addendum") is an integral part of contracts entered into by Forrest County General
Hospital ("FCGH") and shall become a part of the following listed Agreements with
("Contractor") as if fully copied into the body of that Agreement.

FCGH owns, controls, or does business as the following entities: Jefferson Davis Community Hospital, Marion General Hospital, Walthall General Hospital, and Highland Community Hospital.

The following terms shall control over any and all conflicting parts of the Agreement:

- 1. FCGH is a political subdivision of the State of Mississippi and is afforded the protection of limited sovereign immunity pursuant to the Mississippi Tort Claims Act (Mississippi Code Annotated, Section §11-46-1, et seq. as amended) and the Mississippi Constitution, including Article 4, Section 100. Any action against FCGH shall be subject to the limitations contained in those and other applicable laws, including interpretations by the Mississippi Attorney General's Office of the laws applicable to FCGH and/or the Agreement, none of which are waived by FCGH by entering into the Agreement.
- 2. FCGH contracts (including the Agreement) are governed by and interpreted under the laws of the State of Mississippi and the jurisdiction/venue for any litigation, special proceeding or other proceeding as between the parties that may be brought, or arise out of, in connection with, or by reason of the Agreement shall be in Forrest County, Mississippi.
- 3. No contract (including the Agreement) may be for a term of more than three (3) years unless it is an agreement regarding physical property (i.e., lease agreement for buildings, property, etc.).
- 4. Generally, Mississippi law does not allow FCGH to agree to contractual provisions under which it indemnifies or holds harmless another person or entity. Only to the extent permissible by Mississippi law does FCGH agree to any vendor's references, if any, to limitation of liabilities, damages, and indemnifications.
- 5. Any references to attorney's fees to be paid by FCGH are deleted. Any reference to FCGH indemnifying or holding harmless the Contractor is deleted; FCGH does not agree to defend any contractor. Each party shall be responsible for its own defense against all claims, liabilities, losses and expenses, including reasonable costs, collection expenses and attorneys' fees, which may arise because of the negligence, misconduct or other fault of its own agents or employees in the performance of its obligations under this Agreement. Mississippi law also does not allow FCGH to agree to mandatory arbitration, choice of law (other than Mississippi), or choice of venue (other than Forrest County, Mississippi), and provisions in the Agreement to the contrary are hereby deleted.
- 6. All references to interest, penalties, and/or late fees to be paid by FCGH on other than lease-purchase contracts not exceeding five years are deleted. FCGH will pay within forty-five (45) days of invoice, receipt, inspection and approval of goods and services as provided in §31-7-305(3) of the Code.
- 7. In the event Contractor does not furnish products or services as agreed upon in the Agreement, including any stated time period to cure, FCGH may, at its discretion, declare the Agreement null and void by written notice to the Contractor or may require the Contractor, at Contractor's expense, to make such modification as necessary to make the products or services satisfactory.
- 8. As a political subdivision of the State, FCGH maintains professional and general liability coverage (or equivalent self-insurance) in the amounts set forth by the Mississippi Tort Claims Act under MS Code Annotated, Section 11-46-1, et seq.) and does not name others as additional insureds.
- 9. In the event of any conflict between the terms of the Agreement and the terms of this Standard Addendum, the terms of this Addendum shall control. This Addendum and the Agreement constitute the entire agreement of the Parties with regard to the subject matter of the Agreement. In all other respects, the Agreement shall remain unchanged. No modification to the Agreement or any term thereof may be amended except pursuant to in writing signed by an authorized representative of FCGH. Contractor hereby acknowledges that no other person has authority to bind FCGH to any change in any term of the Agreement, and specifically agrees that any Contractor cannot vary the terms of the Agreement by invoice, purchase order, memo or otherwise, unless it secures the signature of an authorized FCGH representative, acknowledging and expressly agreeing to the change. No acceptance or payment of an invoice by FCGH where the terms of that invoice that vary the Agreement shall constitute an amendment to the Agreement, but to the contrary shall be treated as mutual mistake and Contractor shall refund any payment received from FCGH which is not in compliance with the price terms and other provisions of the Agreement.
- 10. Contractor agrees to abide by the requirements of the Mississippi Employment Protection Act (E-Verify Program), as amended, by registering to do business with the Mississippi Department of Employment Security. Contractor further

agrees that it shall only employ persons who are legal citizens of the United States or are legal aliens, properly documented and verified by Contractor in compliance with all applicable statutes, regulations and other laws.

- 11. If providing on site services, Contractor agrees to comply with fingerprinting and criminal history record checks requirements in accordance with Sections 37-29-232 and 43-11-13, Mississippi Code of 1972, as amended, to the extent applicable to Contractor. Contractor shall be responsible for ascertaining the application of those laws to it and its employees providing services under the Agreement.
- 12. If providing on-site patient care or on-site services in close proximity to patients, Contractor agrees to ensure its on-site staff have been drug screened no more than thirty (30) days prior to beginning the on-site assignment, using a drug screen procedure that is comparable to the drug screen currently used by FCGH in its post-offer pre-employment drug screening process.
- 13. Mississippi law limits those who can bind FCGH to any contractual provision and Contractor understands and agrees to this. Any changes in the Agreement, as to price or other terms, shall not be effective unless approved in writing signed by an authorized representative of FCGH.
- 14. Until the expiration of four (4) years after the furnishing of any Services hereunder, Contractor shall make available upon written request to the Department of Health and Human Services, or upon request to the Comptroller General of the United States, or of their duly authorized representatives this Agreement and the books, documents and records that are necessary to certify the nature and extent of the costs of the Agreement.

**COMPLIANCE:** As part of FCGH's overall Compliance Program, Contractor shall establish procedures and insure adherence to all applicable state and federal statutes, including but not limited to, the Stark Law (§42 USC 1395), the federal False Claims Act, the Medicare Anti-kickback Statutes, the federal Civil Monetary Penalty Act, the provisions of the Medicare carrier manual, Medicare and Medicaid statutes and regulations, the Emergency Medical Treatment and Active Labor Act (EMTALA), the Balanced Budget Act, and the Patient Protection and Affordable Care Act of 2010. All performance by Contractor pursuant to the Agreement shall be done in compliance with the applicable rules and regulations of the Det Norske Veritas (FCGH's accreditation entity) and any third party payer.

Contractor certifies that it has not been disqualified in any manner from any federally funded program, is in compliance with all state, federal and local laws applicable to it and to its performance of the Agreement, and Contractor has never been debarred or limited in any manner from participation in the matters relevant to the Agreement.

CONTRACTOR	FORREST COUNTY GENERAL HOSPITAL
Signature	Signature
Name	Name
Title	Title
Date	Date