



**John Davis
Executive Director**

Executive Director's Office

Quote Request

MDHS WELCOMES PARTICIPATION OF MINORITY BUSINESSES

INVITATION: Subject to the attached conditions, sealed quotes for the acquisition of the products/services described below will be received at this office until April 24, 2018, by 5:00 PM, CDT.

**TV & Sound Services
QR No. 3140001350**

****PLEASE NOTE****

Due to the recent changes in House Bill 1109, effective 01/01/2018, MDHS is utilizing the Personal Service Contract Review Board Rules and Regulations (PSCRB), effective 07/01/2016, in conjunction with HB 1109 throughout the solicitation and contract process. All references to the PSCRB Rules apply to this note. When the Public Procurement Review Board (PPRB) releases the newly effective Rules and Regulations, all references to the PSCRB regarding contracts for personal and professional services will be updated and removed. Please contact MDHS as listed below, or reference <http://www.dfa.ms.gov/dfa-offices/personal-service-contract-review/>, for more information.

**Contact Person: Elizabeth F. Rocquin, Esq.
Chief Procurement Officer
Division of Budgets and Accounting
750 North State Street
Jackson, MS 39202
601-359-4388**



STATE OF MISSISSIPPI
Phil Bryant, Governor
DEPARTMENT OF HUMAN SERVICES
John Davis
Executive Director

April 18, 2018

To Whom It May Concern:

The Mississippi Department of Human Services' (MDHS), Executive Director's Office, is requesting quotes for TV & Sound Services. These services will take place at fifty-four (54) MDHS County Offices. The anticipated date for services to begin is May 1, 2018, with an ending date of December 31, 2018. MDHS will award one (1) contract for services mentioned. MDHS has the right to reject any and all quotes during any step of the procurement or awarding process (even after negotiations have begun).

A completed quote packet shall include:

- completed and signed Quote Form (Attachment A);
- completed and signed Debarment Verification Form (Attachment B);
- completed and signed Proprietary Information Form (Attachment C); and
- completed and signed Quote Exception Summary (Attachment E).

The following may be submitted with quote packet, but will be required before contract start date:

- completed and signed Minority Vendor Self Certification Form (Attachment F);
- current certificate of liability insurance;
- E-Verify documentation, if applicable (<https://www.uscis.gov/e-verify>);
- Taxpayer Identification Number and certification (Completed W-9); and
- Proof of registration with the Mississippi Secretary of State (if applicable).

Listed below is a description of services:

The Vendor shall be responsible for proving satellite video capability to all fifty-four (54) Media Players. The Vendor shall also be responsible for providing players with capabilities to play content, specifically geared towards the MDHS' employees. The players should have all the capabilities that are listed below.

The Vendor shall be responsible for the following for all fifty-four (54) Media Players statewide (locations listed below):

- Maintenance of one (1) duplicating Media Player per site listed below (54 total Media Players). In the event that a Media Player experiences a problem, the site shall contact the Vendor to troubleshoot the issue(s) and resolve the problem(s). If the Media Player has a defective part, issue, or problem, the Vendor shall replace it at no charge to MDHS.
- When installing Media Players, Vendor will make sure all necessary connectors are present and in the event the connectors are missing, the Vendor will supply the part.
- Streaming five-day (5-day) weather forecast and the current weather forecast (for each Media Player's zip code).
- Providing a Main Zone Template that allows for the same positioning of the template, either vertically or horizontally.
- Providing the capability to use a Main Portal Site in order to maintain all Media Players.

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- Providing the ability to use videos on all Media Players statewide by remote control access.
- Providing the capability for “Video On-Demand” to load training videos to our Main Portal Site, download the videos to the Media Players for anytime access, and access the videos from the “Directory” page through the remote control assigned to each Media Player.
- Providing unlimited ability for MDHS to make updates via Internet access to the Main Portal Site for downloading content to each Media Player with username and password.

Locations for services to be rendered for the fifty-four (54) Media Players:

Adams County DHS 150 E Franklin St. Natchez, MS 39120	Amite County DHS 185 Irene St. Liberty, MS 39645	Benton County DHS 183 Court St. Ashland, MS 38603	Bolivar County DHS (East) 212 N Pearman Ave. Cleveland, MS 38732	Bolivar County DHS (West) 706 Bradford St. Rosedale, MS 38769
Calhoun County DHS 237 S Murphree St. Pittsboro, MS 38951	Carroll County DHS 205 Lee St. Vaiden, MS 39176	Chickasaw County DHS 745 W Church St. Houston, MS 38851	Choctaw County DHS 583 W Main St. Ackerman, MS 39735	Clarke County DHS 29 Harris Ave. Quitman, MS 39355
Clay County DHS 266 Washington St. West Point, MS 39773	Covington County DHS 107 Arrington Ave. Collins, MS 39428	Franklin County DHS 90 Mill Rd. Bude, MS 39630	George County DHS 38 London St., Ste. B Lucedale, MS 39452	Greene County DHS 1008 Jackson Ave. Leakesville, MS 39451
Grenada County DHS 1240 Fairground Rd., Ste. B Grenada, MS 38901	Hinds County DHS 4777 Medgar Evers Blvd. Jackson, MS 39283	Itawamba County DHS 305 W Cedar St. Fulton, MS 38843	Jasper County DHS 37 W 8 th Ave. Bay Springs, MS 39422	Jefferson County DHS 235 Medgar Evers Blvd. Fayette, MS 39069
Jones County DHS 5110 Hwy. 11 N Ellisville, MS 39437	Kemper County DHS 14608 Hwy. 39 N DeKalb, MS 39328	Lamar County DHS 207 Main St. Purvis, MS 39475	Lawrence County DHS 1200 Nola Rd. Monticello, MS 39654	Leake County DHS 201 W.M. Chipley St. Carthage, MS 39051
Leflore County DHS 216 Hwy. 7 S Greenwood, MS 38935	Madison County DHS 867 Martin Luther King Dr. Canton, MS 39046	Marion County DHS 1111 Hwy. 98 W, Ste. B Columbia, MS 39429	Marshall County DHS 230 E College St. Holly Springs, MS 38635	Monroe County DHS 104 ½ N Mattubba St. Aberdeen, MS 39730
Montgomery County DHS 705 Albert Dr. Winona, MS 38967	Newton County DHS 14712 Hwy. 15 S Decatur, MS 39327	Noxubee County DHS 601 W Pearl St. Macon, MS 39341	Oktibbeha County DHS 213 Yeates St. Starkville, MS 39760	Pearl River County DHS 153 Savannah Millard Rd., Ste. C Poplarville, MS 39470
Perry County DHS 201 1 st St. W New Augusta, MS 39462	Pike County DHS 1002 Warren Krout Rd. McComb, MS 39648	Pontotoc County DHS 341 Center Ridge Dr. Pontotoc, MS 38863	Prentiss County DHS 200 Bridge St. Booneville, MS 38829	Quitman County DHS 1054 Martin Luther King Dr. Marks, MS 38646
Scott County DHS 521 Airport Rd. Forest, MS 39074	Simpson County DHS 109 W Pine, Ste. 1 Mendenhall, MS 39114	Smith County DHS 353 Hwy. 37 Raleigh, MS 39153	Stone County DHS 648 Fairgrounds St. Wiggins, MS 39577	Tate County DHS 1428 Browns Ferry Rd. Senatobia, MS 38668
Tippah County DHS 159 Bails Rd. Ripley, MS 38663	Tishomingo County DHS 1008 Battleground Dr., Rm. 104 Iuka, MS 38852	Union County DHS 923 Fairground Spur Rd. New Albany, MS 38652	Walthall County DHS 901 Union Rd. Tylertown, MS 39667	Warren County DHS 1316 Openwood St. Vicksburg, MS 39183
Wayne County DHS 1104A Cedar St. Waynesboro, MS 39367	Webster County DHS 53 Government Ave. Eupora, MS 39744	Winston County DHS 458 Vance St. Louisville, MS 39339	Yazoo County DHS 1315 Grady Ave. Yazoo City, MS 39194	THIS SPACE INTENTIONALLY LEFT BLANK

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Your response to this solicitation must be sealed and marked as "Quote Request for TV & Sound Services Enclosed" and shall be mailed to the attention of Elizabeth F. Rocquin, Esq., Chief Procurement Officer, Mississippi Department of Human Services, Division of Budgets and Accounting, P.O. Box 352, Jackson, MS 39205, or hand delivered to Elizabeth F. Rocquin, Esq. or designee, 750 North State Street, Jackson, MS 39202, no later than April 24, 2018, at 5:00 PM CDT. Quotes via facsimile or email will not be accepted. Any quotes received after this deadline shall be marked LATE and remain sealed, unopened, and maintained as part of the procurement file. Late quotes are deemed non-responsive and not considered for further evaluation. Respondent will be notified if response is deemed non-responsive due to missed deadline, as long as a legible return address is on the outside of the sealed envelope. There are no exceptions to the deadline date or method of submission.

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

An award may be made to the respondent whose quote is determined, in writing, to be the most responsive and lowest bid. MDHS will provide the opportunity for post-award vendor debriefing following the notice of contract award in an effort to exchange information with vendors, strengthen business relationships, and improve the procurement process between vendors and the State. Please see "Debriefing and Protest Information" (Attachment G) for more information.

Please contact Elizabeth F. Rocquin, Esq., Chief Procurement Officer, at 601-359-4388, if there are questions. If a Respondent addresses questions to anyone other than Elizabeth F. Rocquin, Esq., any answer given will be invalid, and the questioner's quote will be rejected.

Sincerely,

DocuSigned by:



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John Davis

Executive Director

JD:BB:ls

Attachments

ATTACHMENT A
(continued)

Terms of Agreement: May 1, 2018 through December 31, 2018

Requirement: Must include an itemized breakdown of budget categories and explain how each line item was calculated. All pricing should be based on description of services to be offered and include all associated costs with no additional or hidden fees.

<u>Specific Category of Service</u>	<u>Hourly/Daily/Monthly Rate</u>	<u>No. of Hours/Days/Months</u>	<u>Amount</u>
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

Total Amount for Initial Contract Period:

Total Number of Years (including renewals, if exercised):

Less Than Nine (9) Months

By signing below, I certify that the above mentioned information is true and complete, and I have the legal authority to bind the company. I do not have any questioned costs, audit, monetary and/or unresolved findings with MDHS, Division of Program Integrity. I understand that as a condition of award, I may be required to present documentation which verifies the accuracy of the information on this Quote Form, as well as, the required documents listed in this solicitation. Any incorrect and/or missing information is considered non-responsive and is subject to rejection. Modifications or additions to any portion of this Quote Request may be cause for rejection of the quote.

Signature of Authorized Official
(No stamped signature)

Date

Debarment Verification Form

ATTACHEMENT B**DEBARMENT VERIFICATION FORM****Please Print/Type Clearly in Blue Ink**

Subgrantee's/Contractor's Name	
Authorized Official's Name	
DUNS Number	
Address	
Phone Number	
Are you currently registered with www.sam.gov (Respond Yes or No)	
Registration Status (Type Active or Inactive)	
Active Exclusions (Type Yes or No)	

Federal Debarment Certification:

By signing below, I hereby certify that _____ is not on the list for
Subgrantee's Name/Contractor's Name
 federal debarment on www.sam.gov –System for Award Management (SAM).

State of Mississippi Debarment Certification:

By signing below, I hereby certify that _____ is not on the list for
Subgrantee's Name/Contractor's Name
 debarment for doing business within the State of Mississippi or with any Mississippi State Agencies.

Partnership Debarment Certification:

By signing below, I hereby certify that all entities who are in partnership through this contract with MDHS (subcontractors, subrecipients, et al.) are not on the federal debarment list on www.sam.gov – System for Award Management or the State of Mississippi debarment list. Proof of documentation of partnership verification with SAM shall be kept on file and the debarment status shall be checked prior to submission of every contract/subgrant and modification to MDHS.

 Signature of Authorized Official
 (No stamped signature)

 Date

ATTACHMENT C
Proprietary Information Form

The Respondent should mark any and all pages of this response considered to contain proprietary information. Such pages may remain confidential in accordance with Mississippi Code Annotated §§25-61-9 and 79-23-1 (1972, as amended). Each page of this response considered, by the Respondent, to contain trade secrets or other confidential commercial/financial information should be marked in the upper right hand corner with the word "CONFIDENTIAL." Any pages not marked accordingly will be subject to review by the general public after the award of the contract. Requests to review the proprietary information will be handled in accordance with applicable legal procedures. Failure to clearly identify trade secrets or other confidential commercial/financial information may result in that information being released in a public records request.

For all procurement contracts awarded by state agencies, the provisions of the contract which contain the personal or professional services provided, the price to be paid, and the term of the contract shall not be deemed to be a trade secret, or confidential commercial or financial information, and shall be available for examination, copying, or reproduction.

If applicable, please indicate which parts/pages below that the contractor wishes to designate as proprietary.

- 1.
- 2.
- 3.
- 4.
- 5.

By signing below, I understand failure to clearly mark proprietary information as identified above may result in disclosure of such information as it will be subject to review by the general public after the award of the contract.

Signature of Authorized Official
(No stamped signature)

Date

Name of Organization

ATTACHMENT D RESULTING CONTRACT TERMS

I. Required Terms

- **Paymode.** Payments by state agencies using the State's accounting system shall be made and remittance information provided electronically as directed by the State. These payments shall be deposited into the bank account of the Independent Contractor's choice. The State may, at its sole discretion, require the Independent Contractor to electronically submit invoices and supporting documentation at any time during the term of this Agreement. Independent Contractor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.
- **E-Payment.** Independent Contractor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. MDHS agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies," which generally provides for payment of undisputed amounts by MDHS within forty-five (45) days of receipt of invoice. Mississippi Code Annotated § 31-7-305.
- **Applicable Law.** The contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in a court of competent jurisdiction in Jackson, Hinds County, Mississippi. The Independent Contractor shall comply with applicable federal, state and local laws and regulations.
- **Availability of Funds.** It is expressly understood and agreed that the obligation of the MDHS to proceed under this agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the MDHS, the MDHS shall have the right upon ten (10) working days written notice to Independent Contractor, to terminate this agreement without damage, penalty, cost or expenses to the MDHS of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.
- **Representation Regarding Contingent Fees.** The Independent Contractor represents that it has not retained a person to solicit or secure a State contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in the Independent Contractor's bid, proposal, or herein.
- **Representation Regarding Gratuities.** The bidder, offeror, or Independent Contractor represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 6-204 (Gratuities) of

the *Mississippi Personal Service Contract Review Board Rules and Regulations*.

- **Procurement Regulations.** The Contract shall be governed by the applicable provisions of the *Mississippi Personal Service Contract Review Board Rules and Regulations*, a copy of which is available for inspection at 210 East Capitol Street, Suite 800, Jackson, Mississippi 39201 for inspection, or downloadable at <http://www.mspb.ms.gov>.
- **Trade Secrets, Commercial and Financial Information.** It is expressly understood that Mississippi law requires that the provisions of this contract which contain the commodities purchased or the personal or professional services provided, the price to be paid, and the term of the contract shall not be deemed to be a trade secret or confidential commercial or financial information and shall be available for examination, copying, or reproduction.
- **Compliance with Laws.** The Independent Contractor understands that MDHS is an equal opportunity employer and therefore maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, State, or local laws. All such discrimination is unlawful and the Independent Contractor agrees during the term of the agreement that the Independent Contractor will strictly adhere to this policy in its employment practices and provision of services. The Independent Contractor shall comply with, and all activities under this agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.
- **Stop Work Order.**

A. Order to Stop Work. The Executive Director's Office, may, by written order to Independent Contractor at any time, and without notice to any surety, require Independent Contractor to stop all or any part of the work called for by this contract. This order shall be for a specified period not exceeding ninety (90) days after the order is delivered to Independent Contractor, unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, Independent Contractor shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the Executive Director's Office shall either:

- (1) cancel the stop work order; or,
- (2) terminate the work covered by such order as provided in the Termination for Default clause or the Termination for Convenience clause of this contract.

B. Cancellation or Expiration of the Order. If a stop work order issued under this

clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, Independent Contractor shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or Independent Contractor price, or both, and the contract shall be modified in writing accordingly, if:

- (1) the stop work order results in an increase in the time required for, or in Independent Contractor's cost properly allocable to, the performance of any part of this contract; and,
- (2) Independent Contractor asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage; provided that, if the Executive Director's Office decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this contract.

C. Termination of Stopped Work. If a stop work order is not canceled and the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise.

D. Adjustments of Price. Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment clause of this contract.

- **E-Verification.** If applicable, Independent Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008, and will register and participate in the status verification system for all newly hired employees. Mississippi Code Annotated §§ 71-11-1 et seq. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Independent Contractor agrees to maintain records of such compliance. Upon request of the State and after approval of the Social Security Administration or Department of Homeland Security when required, Independent Contractor agrees to provide a copy of each such verification. Independent Contractor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws. The breach of this agreement may subject Independent Contractor to the following:

- (1) termination of this contract for services and ineligibility for any state or public contract in Mississippi for up to three (3) years with notice of such cancellation/termination being made public;
- (2) the loss of any license, permit, certification or other document granted to

Independent Contractor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year; or,

- (3) both. In the event of such cancellations/termination, Independent Contractor would also be liable for any additional costs incurred by the State due to Contract cancellation or loss of license or permit to do business in the State.

- **Transparency.** This contract, including any accompanying exhibits, attachments, and appendices, is subject to the “Mississippi Public Records Act of 1983,” and its exceptions. See Mississippi Code Annotated §§ 25-61-1 et seq. and Mississippi Code Annotated § 79-23-1. In addition, this contract is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Mississippi Code Annotated §§ 27-104-151 et seq. Unless exempted from disclosure due to a court-issued protective order, a copy of this executed contract is required to be posted to the Department of Finance and Administration’s independent agency contract website for public access at <http://www.transparency.mississippi.gov>. Information identified by Independent Contractor as trade secrets, or other proprietary information, including confidential vendor information or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes, will be redacted.

- **Termination for Convenience.**

(1) Termination. The Executive Director of MDHS or designee of MDHS may, when the interests of MDHS so require, terminate this contract in whole or in part, for the convenience of MDHS. The Executive Director of MDHS or designee shall give written notice of the termination to the Independent Contractor specifying the part of the contract terminated and when termination becomes effective.

(2) Independent Contractor’s Obligations. The Independent Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the Independent Contractor will stop work to the extent specified. The Independent Contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The Independent Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The Executive Director of MDHS or his designee may direct the Independent Contractor to assign the Independent Contractor’s right, title, and interest under the terminated orders or subcontracts to the State. The Independent Contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

- **Termination for Default.**

(1) **Default.** If the Independent Contractor refuses or fails to perform any provisions of this contract with such diligence as will ensure its completion within the time specified in this contract, or any extension thereof, or otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the Executive

Director of MDHS or designee may notify the Independent Contractor in writing of the delay or nonperformance and if not cured in ten (10) days or any longer time specified in writing by the Executive Director of MDHS or designee, such officer may terminate the Independent Contractor's right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the Executive Director of MDHS or designee may procure similar services in a manner and upon terms deemed appropriate by the Executive Director of MDHS or designee. The Independent Contractor shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.

(2) Independent Contractor's Duties. Notwithstanding termination of the contract and subject to any directions from the Executive Director, the Independent Contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of the Independent Contractor in which the State has an interest.

(3) Compensation. Payment for completed services delivered and accepted by MDHS shall be at the contract price. MDHS may withhold from amounts due the Independent Contractor such sums as the Executive Director of MDHS or designee deems to be necessary to protect MDHS against loss because of outstanding liens or claims of former lien holders and to reimburse MDHS for the excess costs incurred in procuring similar goods and services.

(4) Excuse for Nonperformance or Delayed Performance. Except with respect to defaults of subcontractors, the Independent Contractor shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by the Independent Contractor to make progress in the prosecution of the work hereunder which endangers such performance) if the Independent Contractor has notified the Executive Director of MDHS or designee within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the State and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, the Independent Contractor shall not be deemed to be in default, unless the services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit the Independent Contractor to meet the contract requirements. Upon request of the Independent Contractor, the Executive Director of MDHS or designee shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, the Independent Contractor's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly, subject to the rights of MDHS under the clause entitled (in fixed-price contracts, "Termination for Convenience," or in cost-reimbursement contracts, "Termination"). (As used in this Paragraph of this clause, the term "subcontractor" means subcontractor at any tier).

(5) **Erroneous Termination for Default.** If, after notice of termination of the Independent Contractor's right to proceed under the provisions of this clause, it is determined for any reason that the contract was not in default under the provisions of this clause, or that the delay was excusable under the provisions of Paragraph (4) of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of MDHS, be the same as if the notice of termination has been issued pursuant to such clause.

(6) **Additional Rights and Remedies.** The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

- **Termination upon Bankruptcy.** This contract may be terminated in whole or in part by MDHS upon written notice to Independent Contractor, if Independent Contractor should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by Independent Contractor of an assignment for the benefit of its creditors. In the event of such termination, Independent Contractor shall be entitled to recover just and equitable compensation for satisfactory work performed under this contract, but in no case shall said compensation exceed the total contract price.

II. Optional Terms

- **Anti-Assignment/Subcontracting.** Contractor acknowledges that it was selected by the State to perform the services required hereunder based, in part, upon Contractor's special skills and expertise. Contractor shall not assign, subcontract, or otherwise transfer this agreement, in whole or in part, without the prior written consent of the State, which the State may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer of its obligations without such consent shall be null and void. No such approval by the State of any subcontract shall be deemed in any way to provide for the incurrence of any obligation of the State in addition to the total fixed price agreed upon in this agreement. Subcontracts shall be subject to the terms and conditions of this agreement and to any conditions of approval that the State may deem necessary. Subject to the foregoing, this agreement shall be binding upon the respective successors and assigns of the parties.
- **Authority to Contract.** Contractor warrants: (a) that it is a validly organized business with valid authority to enter into this agreement; (b) that it is qualified to do business and in good standing in the State of Mississippi; (c) that entry into and performance under this agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind; and, (d) notwithstanding any other provision of this agreement to the contrary, that there are no existing legal proceedings or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this agreement.
- **Confidentiality.** Notwithstanding any provision to the contrary contained herein, it is

recognized that MDHS is a public agency of the State of Mississippi and is subject to the Mississippi Public Records Act. Mississippi Code Annotated §§ 25-61-1 *et seq.* If a public records request is made for any information provided to MDHS pursuant to the agreement and designated by the Contractor in writing as trade secrets or other proprietary confidential information, MDHS shall follow the provisions of Mississippi Code Annotated §§ 25-61-9 and 79-23-1 before disclosing such information. The MDHS shall not be liable to the Contractor for disclosure of information required by court order or required by law.

- **Contractor Personnel.** The MDHS shall, throughout the life of the contract, have the right of reasonable rejection and approval of staff or subcontractors assigned to the work by Contractor. If the MDHS reasonably rejects staff or subcontractors, Contractor must provide replacement staff or subcontractors satisfactory to the MDHS in a timely manner and at no additional cost to the MDHS. The day-to-day supervision and control of Contractor's employees and subcontractors is the sole responsibility of Contractor.
- **Final Payment.** Upon satisfactory completion of the work performed under this contract, as a condition before final payment under this contract, or as a termination settlement under this contract, Contractor shall execute and deliver to the MDHS a release of all claims against the State arising under, or by virtue of, the contract, except claims which are specifically exempted by Contractor to be set forth therein. Unless otherwise provided in this contract, by state law, or otherwise expressly agreed to by the parties in this contract, final payment under the contract or settlement upon termination of this contract shall not constitute waiver of the State's claims against Contractor under this contract.
- **Indemnification.** To the fullest extent allowed by law, Contractor shall indemnify, defend, save and hold harmless, protect, and exonerate the agency, its commissioners, board members, officers, employees, agents, and representatives, and the State of Mississippi from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever including, without limitation, court costs, investigative fees and expenses, and attorney's fees, arising out of or caused by Contractor and/or its partners, principals, agents, employees and/or subcontractors in the performance of or failure to perform this agreement. In the State's sole discretion, Contractor, in consultation with the Office of the Attorney General, may be allowed to control the defense of any such claim, suit, etc. In the event Contractor defends said claim, suit, etc., Contractor shall use legal counsel acceptable to the State and approved by the Office of the Attorney General. Contractor shall be solely responsible for all costs and/or expenses associated with such defense, and the State shall be entitled to participate in said defense. Contractor shall not settle any claim, suit, etc. without the concurrence of the State through the Office of the Attorney General, which the State shall not unreasonably withhold.
- **Independent Contractor Status.** Contractor shall, at all times, be regarded as and shall be legally considered an independent contractor and shall at no time act as an agent for the State. Nothing contained herein shall be deemed or construed by the

State, Contractor, or any third party as creating the relationship of principal and agent, master and servant, partners, joint ventures, employer and employee, or any similar such relationship between the State and Contractor. Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any acts of the State or Contractor hereunder creates, or shall be deemed to create a relationship other than the independent relationship of the State and Contractor. Contractor's personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of the State.

Neither Contractor nor its employees shall, under any circumstances, be considered servants, agents, or employees of the MDHS, and the MDHS shall be at no time legally responsible for any negligence or other wrongdoing by Contractor, its servants, agents, or employees. The MDHS shall not withhold from the contract payments to Contractor any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to Contractor. Further, the MDHS shall not provide to Contractor any insurance coverage or other benefits, including Worker's Compensation, normally provided by the State for its employees.

- **Infringement Indemnification.** Contractor warrants that the materials and deliverables provided to the customer under this agreement, and their use by the customer, will not infringe or constitute an infringement of any copyright, patent, trademark, or other proprietary right. Should any such items become the subject of an infringement claim or suit, Contractor shall defend the infringement action and/or obtain for the customer the right to continue using such items. Should Contractor fail to obtain for the customer the right to use such items, Contractor shall suitably modify them to make them non-infringing or substitute equivalent software or other items at Contractor's expense. In the event the above remedial measures cannot possibly be accomplished, and only in that event, Contractor may require the customer to discontinue using such items, in which case Contractor will refund to the customer the fees previously paid by the customer for the items the customer may no longer use, and shall compensate the customer for the lost value of the infringing part to the phase in which it was used, up to and including the contract price for said phase. Said refund shall be paid within ten (10) working days of notice to the customer to discontinue said use.

Scope of Indemnification: Provided that the State promptly notifies Contractor in writing of any alleged infringement claim of which it has knowledge, Contractor shall defend, at its own expense, the State against, and pay all costs, damages and attorney fees that a court finally awards for infringement based on the programs and deliverables provided under this agreement.

- **Insurance.** Independent Contractor represents that it will maintain workers' compensation insurance as prescribed by law which shall inure to the benefit of all Independent Contractor's personnel performing services under this Contract. Independent Contractor will furnish MDHS a certificate of insurance providing the aforesaid coverage, prior to the commencement of performance under this

Agreement. Should the Independent Contractor be unable to obtain coverage for the entire duration of the contract prior to the commencement of the contract, the Independent Contractor should obtain additional coverage prior to any lapses in coverage and provide the certificate of insurance to the State no later than seven (7) days prior to the date on which the coverage ends. Any additional insurance that is obtained should run immediately after the previous coverage ends so as to prevent any lapse in coverage. Any additional insurance obtained by the Independent Contractor should meet the terms of the contract.

- **Modification or Renegotiation.** This agreement may be modified only by written agreement signed by the parties hereto. The parties agree to renegotiate the agreement if federal and/or state revisions of any applicable laws or regulations make changes in this agreement necessary.
- **Notices.** All notices required or permitted to be given under this agreement must be in writing and personally delivered or sent by certified United States mail, postage prepaid, return receipt requested, to the party to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

For Contractor: *Representative Name, Title*
 Independent Contractor Name
 Mailing Address
 City, State Zip

For the Agency: *John Davis, Executive Director*
 Mississippi Department of Human Services
 Post Office Box 352
 Jackson, Mississippi 39205

- **Ownership of Documents and Work Papers.** MDHS shall own all documents, files, reports, work papers and working documentation, electronic or otherwise, created in connection with the project which is the subject of this agreement, except for Contractor's internal administrative and quality assurance files and internal project correspondence. Contractor shall deliver such documents and work papers to MDHS upon termination or completion of the agreement. The foregoing notwithstanding, Contractor shall be entitled to retain a set of such work papers for its files. Contractor shall be entitled to use such work papers only after receiving written permission from MDHS and subject to any copyright protections.
- **Price Adjustment.**
 - (1) *Price Adjustment Methods.* Any adjustments in contract price, pursuant to a clause in this contract, shall be made in one or more of the following ways:

- (a) by agreement on a fixed price adjustment before commencement of the additional performance;
 - (b) by unit prices specified in the contract;
 - (c) by the costs attributable to the event or situation covered by the clause, plus appropriate profit or fee, all as specified in the contract; or,
 - (d) by the price escalation clause.
- (2) *Submission of Cost or Pricing Data.* Contractor shall provide cost or pricing data for any price adjustments subject to the provisions of Section 3-403 (Cost or Pricing Data) of the *Mississippi Personal Service Contract Review Board Rules and Regulations*.

MDHS may, at any time by written order, make changes in the specifications within the general scope of this Agreement. If any such change causes an increase in the amount due under this Contract or in the time required for performance under this Agreement and if MDHS decides that the change justifies an adjustment to the Contract, an equitable adjustment in the Contract may be made by written modification of this Agreement.

No charge for any extra work or material will be allowed unless the same has been provided by written amendment to this Contract signed by both parties.

- **Priority.** The contract consists of this agreement, the Quote Request 3140001350 (hereinafter “QR” and attached as Schedule []), and the response quote by [Independent Contractor Name] dated [date] (hereinafter “Quote” and attached as Schedule []). Any ambiguities, conflicts or questions of interpretation of this contract shall be resolved by first, reference to this agreement and, if still unresolved, by reference to the QR and, if still unresolved, by reference to the quote. Omission of any term or obligation from this agreement or attached Schedules [] or [] shall not be deemed an omission from this contract if such term or obligation is provided for elsewhere in this contract.
- **Record Retention and Access to Records.** Provided Contractor is given reasonable advance written notice and such inspection is made during normal business hours of Contractor, the State or any duly authorized representatives shall have unimpeded, prompt access to any of Contractor’s books, documents, papers, and/or records which are maintained or produced as a result of the project for the purpose of making audits, examinations, excerpts, and transcriptions. All records related to this agreement shall be retained by Contractor for three (3) years after final payment is made under this agreement and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this project is commenced before the end of the three (3) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally

resolved or until the end of the three (3) year period, whichever is later.

- **Requirements Contract.** During the period of the contract, Contractor shall provide all the service described in the contract. Contractor understands and agrees that this is a requirements contract and that the MDHS shall have no obligation to Contractor if no services are required. Any quantities that are included in the scope of work reflect the current expectations of the MDHS for the period of the contract. The amount is only an estimate and Contractor understands and agrees that the MDHS is under no obligation to Contractor to buy any amount of the services as a result of having provided this estimate or of having any typical or measurable requirement in the past. Contractor further understands and agrees that the MDHS may require services in an amount less than or in excess of the estimated annual contract amount and that the quantity actually used, whether in excess of the estimate or less than the estimate, shall not give rise to any claim for compensation other than the total of the unit prices in the contract for the quantity actually used.
- **Right to Audit.** Contractor shall maintain such financial records and other records as may be prescribed by the MDHS or by applicable federal and state laws, rules, and regulations. Contractor shall retain these records for a period of three years after final payment, or until they are audited by the MDHS, whichever event occurs first. These records shall be made available during the term of the contract and the subsequent three-year period for examination, transcription, and audit by the Mississippi State Auditor's Office, its designees, or other authorized bodies.
- **Severability.** If any part of this agreement is declared to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of the agreement that can be given effect without the invalid or unenforceable provision, and to this end the provisions hereof are severable. In such event, the parties shall amend the agreement as necessary to reflect the original intent of the parties and to bring any invalid or unenforceable provisions in compliance with applicable law.
- **State Property.** Contractor will be responsible for the proper custody and care of any state-owned property furnished for Contractor's use in connection with the performance of this agreement. Contractor will reimburse the State for any loss or damage, normal wear and tear excepted.
- **Unsatisfactory Work.** If, at any time during the contract term, the service performed or work done by Contractor is considered by the MDHS to create a condition that threatens the health, safety, or welfare of the citizens and/or employees of the State of Mississippi, Contractor shall, on being notified by the MDHS, immediately correct such deficient service or work. In the event Contractor fails, after notice, to correct the deficient service or work immediately, the MDHS shall have the right to order the correction of the deficiency by separate contract or with its own resources at the expense of Contractor.

- **Waiver.** No delay or omission by either party to this agreement in exercising any right, power, or remedy hereunder or otherwise afforded by contract, at law, or in equity shall constitute an acquiescence therein, impair any other right, power or remedy hereunder or otherwise afforded by any means, or operate as a waiver of such right, power, or remedy. No waiver by either party to this agreement shall be valid unless set forth in writing by the party making said waiver. No waiver of or modification to any term or condition of this agreement will void, waive, or change any other term or condition. No waiver by one party to this agreement of a default by the other party will imply, be construed as or require waiver of future or other defaults.
- **Certification of Independent Price Determination.** The Independent Contractor certifies that the prices submitted in response to the solicitation have been arrived at independently and without, for the purpose of restricting competition, any consultation, communication, or agreement with any other competitor relating to those prices, the intention to submit a quote, bid, or proposal or the methods or factors used to calculate the its prices.
- **Disputes.** Any dispute concerning a question of fact under this Contract which is not disposed of by agreement shall be decided by the MDHS Deputy Executive Director of Administration. This decision shall be reduced to writing and a copy thereof mailed or furnished to the Independent Contractor and shall be final and conclusive, unless within thirty (30) days from the date of the decision, Independent Contractor mails or furnishes to the Executive Director of MDHS a written request for review. Pending final decision of the Executive Director of MDHS or designee of a dispute hereunder, the Independent Contractor shall proceed in accordance with the decision of the MDHS Deputy Executive Director of Administration.

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

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ATTACHMENT E
QUOTE EXCEPTION SUMMARY

Respondents taking exception to any part or section of the solicitation shall indicate such exceptions on the Quote Exception Summary. Failure to indicate any exception will be interpreted as the Respondent’s intent to comply fully with the requirements as written. Conditional or qualified quotes, unless specifically allowed, shall be subject to rejection in whole or in part.

List and clearly explain any exceptions, for all Sections and Attachments, in the table below. Indicate “N/A”, if there are no exceptions.

Reference	Respondent’s Reference	Brief Explanation of Exception	MDHS Acceptance (sign here only if accepted)
Reference specific outline point to which exception is taken	Page, section, items in Respondent’s quote where exception is explained	Short description of exception being made	
1			
2			
3			
4			
5			
6			
7			

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

Signature of Authorized Official
(No stamped signature)

Date

Name of Organization

**ATTACHMENT F
STATE OF MISSISSIPPI
MINORITY VENDOR SELF CERTIFICATION FORM**

Please complete the following information on this form and return immediately to the Mississippi Department of Finance and Administration, Attention: Vendor File Maintenance, P.O. Box 1060, Jackson, Mississippi 39215. Forms may also be faxed to (601) 359-5525.

Name of Business: _____

Address: _____ Post Office Box: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Tax I.D.: _____

SAAS Vendor #s (if known): _____

MINORITY STATUS

As used in this provision, means a business concern that (1) is at least 51% minority-owned by one or more individuals, or minority business enterprises that are both socially and economically disadvantaged and (2) have its management and daily business controlled by one or more such individuals as ascribed under the Minority Business Enterprise Act 57-69 and the Small Business Act 15 USCS, Section 637 (a). See back of form for more information. Should you require additional information regarding your Minority Status, or need assistance in completing this form please call the Mississippi Development Authority, Minority Business Enterprise Division at 601-359-3448.

___Applicable

___Not Applicable

IF MINORITY STATUS IS APPLICABLE, PLEASE CHECK APPROPRIATE CODE BELOW:

Minority Business Enterprise

___A (Asian Indian)

___B (Asian Pacific)

___C (Black American)

___D (Hispanic American)

___E (Native American)

Women Business Enterprise

___M (Asian Indian)

___N (Asian Pacific)

___O (Black American)

___P (Hispanic American)

___Q (Native American)

___R (Other) Non Ethnic Women

The undersigned certifies under the penalties (administrative suspension and/or ineligibility for participation) set forth in the Minority Business Enterprise Act 57-69, and the Small Business Act 15 USCS, Section 637 (a), that the company classification and selected information above is true and correct. The undersigned will advise of any change in such classification at once.

Business: _____ Certified by: _____

Date: _____ Title: _____ Name Printed: _____

Issue Date March 31, 2002

ATTACHMENT G

DEBRIEFING AND PROTEST INFORMATION

In compliance with PSCRB Rules and Regulations, Effective 7/1/2016, 7-114 Post-Award Vendor Debriefing, Agencies are encouraged to exchange information with vendors in an effort to build and strengthen business relationships and improve the procurement process between vendors and the State.

7-114.01 Debriefing Request

A vendor, successful or unsuccessful, may request a post-award vendor debriefing, in writing, by U.S. mail or electronic submission, to be received by the agency within three (3) business days of notification of the contract award. A vendor debriefing is a meeting and not a hearing; therefore, legal representation is not required. If a vendor prefers to have legal representation present, the vendor must notify the agency and identify its attorney. The agency shall be allowed to schedule and/or suspend and reschedule the meeting at a time when a representative of the Office of the Mississippi Attorney General can be present.

7-114.02 When Debriefing Should Be Conducted

Unless good cause exists for delay, the debriefing should occur within five (5) business days after receipt of the vendor request and may be conducted during a face-to-face meeting, by telephonic or video conference, or by any other method acceptable to the agency. The Procurement Officer or designee should chair the meeting, and where practicable, include other staff with direct knowledge of the procurement.

7-114.03 Information To Be Provided

At a minimum, the debriefing information shall include the following:

- (1) The agency's evaluation of significant weaknesses or deficiencies in the vendor's bid, proposal, or statement of qualifications, if applicable;
- (2) The overall evaluated cost or price, and technical rating, if applicable, of the successful vendor(s) and the debriefed vendor;
- (3) The overall ranking of all vendors, when any ranking was developed by the agency during the selection process;
- (4) A summary of the rationale for award; and,
- (5) Reasonable responses to relevant questions about selection procedures contained in the solicitation, applicable regulations, and other applicable authorities that were followed.

7-114.04 Information Not To Be Provided

The debriefing shall not include point-by-point comparisons of the debriefed vendor's bid, proposal, or SOQ with those of other offering vendors. Any written request by a vendor for nondisclosure of trade secrets and other proprietary data is subject to the provisions of Mississippi Code Annotated §§ 25-61-9 and 79-23-1.

PROTEST

Any actual or prospective Respondent (proposer, offeror, or contractor) who is aggrieved in connection with this solicitation or the outcome of this QR may file a protest with the Director of MDHS. The protest shall be submitted in writing within ten (10) calendar days following award date, after such aggrieved person or entity knows or should have known of the facts giving rise thereto. All protests must be in writing, dated, signed by the Respondent or an individual authorized to sign contracts on behalf of the protesting Respondent, and contain a statement of the reason(s) for protest, in addition to citing any and all law(s), rule(s), regulation(s), and/or procedure(s) on which the protest is based. The written protest letter shall contain an explanation of the specific basis for the protest. The protesting Respondent must provide facts and evidence to support the protest. A protest is considered filed when received by the Director of MDHS via either U.S. mail, postage prepaid, or by personal delivery. Protests filed after ten (10) calendar days following the award date will not be considered.