



MISSISSIPPI STATE DEPARTMENT OF HEALTH

REQUEST FOR QUALIFICATIONS (RFQ)

MSDH Promoting Interoperability Coordinator

RFx# 3140003660

ISSUE DATE

Tuesday, October 31, 2023

CLOSING TIME AND DATE

Qualifications must be received by:

10:00 AM CT

Friday, December 1, 2023

Proposal Coordinator

Jennifer Dotson, Chief Procurement Officer

570 E. Woodrow Wilson Ave.

Jackson, MS 39216-4538

Telephone: 601.576.7627

Email: jennifer.dotson@msdh.ms.gov

GENERAL INSTRUCTIONS

Section 1 – Background, Authority, and Purpose

The Mississippi State Department of Health (MSDH) is seeking to enter into an independent contract with a contractor to serve as the MSDH Promoting Interoperability Coordinator and provide senior level consultation to complete and/or assist in a variety of Office of Communicable Disease (OCD) projects.

Term and Type of Contract

MSDH intends to enter into a firm fixed price agreement. The initial term of the contract resulting from the RFQ shall be for a period of four (4) years. MSDH reserves the right to exercise an option to renew for one (1) successive year under the same prices, terms, and conditions as in the original contract. The total number of renewal years permitted shall not exceed one. The total contract value shall not exceed \$115,000.00 per year. ***Contractor will be required to provide 180 days-Notice to terminate the contract or if it does not wish to renew the contract.***

A contract will be awarded to the Vendor whose proposal is determined to be the most advantageous to the State, taking into consideration the qualification factors set forth in the RFQ.

Section 2 – Timeline

Event	Date/Time
Request for Proposal Issue Date	Tuesday, October 31, 2023
	Tuesday, November 7, 2023
Questions and Requests for Clarification	Monday, November 13, 2023
Anticipated Posting of Written Responses	Friday, November 17, 2023
Proposal Package Submission Deadline	Friday, December 1, 2023; 10:00 AM CT
Anticipated Date Public Notice of Intent to Award	Wednesday, December 6, 2023
Anticipated Formal Notice of Intent to Award	Friday, December 11, 2023
Anticipated Post-Award Debriefing Request	Thursday, December 14, 2023
Anticipated Protest Deadline	Monday, December 18, 2023
PPRB Submission	Wednesday, December 6, 2023
PPRB Board Meeting for Approval	Wednesday, January 3, 2023

Section 3 – Contact and Questions/Requests for Clarification

3.1 Vendors must carefully review this solicitation, the Contract, risk management provisions, and all attachments for defects, questionable, or objectionable material. Following review, vendors may have questions to clarify or interpret the RFQ in order to submit the best Qualifications possible. To accommodate the questions and requests for clarifications, vendors shall submit any such question via email by the deadline reflected in Section 2. All questions and requests for clarifications must be directed by email to:

Jennifer Dotson, Proposal Coordinator
E-mail: jennifer.dotson@msdh.ms.gov

- 3.2** Vendors should enter “**RFQ RFx# 3140003660 Questions**” as the subject for the email. Question submittals should include a reference to the applicable RFQ section and be submitted in the format shown below:

	RFQ Section, Page Number	Vendor Question/Request for Clarification
1.		

- 3.3** Official responses will be provided only for questions submitted as described above and only to clarify information already included in the RFQ. The identity of the organization submitting the question(s) will not be revealed. All questions and answers will be published on the Mississippi Contract/Procurement Opportunity Search Portal website and the agency's website as an amendment to the RFQ by the date and time reflected in Section 2.
- 3.4** The Agency will not be bound by any verbal or written information that is not contained within this RFQ unless formally noticed and issued by the contact person as an RFQ amendment. Vendors are cautioned that any statements made by agency personnel that materially change any portion of the proposal document shall not be relied upon unless subsequently ratified by a formal written amendment to the proposal document.
- 3.5** All vendor communications regarding this RFQ must be directed to the Proposal Coordinator. Unauthorized contact regarding the RFQ with other employees of the Agency may result in the vendor being disqualified, and the vendor may also be suspended, disbarred, or removed from consideration for award of contracts with the State of Mississippi for a period of two (2) years.
- 3.6 Pre-Proposal Conference, Tour, or Site Visit:** No pre-proposal conference, tour, or site visit will be held for this RFQ.
- 3.7 Acknowledgement of Amendments:** Should an amendment to the RFQ be issued, it will be posted on the Mississippi Contract/Procurement Opportunity Search Portal website and the agency's website in a manner that all vendors will be able to view. Vendors must acknowledge receipt of any amendment to the solicitation by signing and returning the amendment with the proposal package, by identifying the amendment number and date in the space provided for this purpose on the RFQ amendment, or by letter. The acknowledgment should be received by the agency by the time, date, and at the place specified for receipt of Qualifications. It is the vendor’s sole responsibility to monitor the websites for any updates or amendments to the RFQ. Questions and Answer document(s) and/or Summary of Pre-Proposal Conference, Tour, or Site Visit, if any are issued/posted on the Mississippi Contract/Procurement Opportunity Search Portal website and the agency's website, must be treated the same as an RFQ Amendment.
- 3.8** Vendors must provide a signed Acknowledgements of RFQ Amendment(s), Questions and Answer document(s), and/or Summary of Pre-Proposal Conference, Tour, or Site Visit, if any

were issued/posted on the Mississippi Contract/Procurement Opportunity Search Portal website and the agency's website.

- 3.9** The RFQ is comprised of the base RFQ document, any attachments, any amendments issued prior to the submission deadline, and any other documents released before contract award.

Section 4 – Scope of Services

Vendor shall perform and complete in a timely and satisfactory manner the services described in Attachment A captioned “Scope of Services”, which is attached hereto and made a part hereof by reference.

Section 5 – Proposal Evaluation and Basis for Award

- 5.1** All Qualifications received in response to this RFQ by the stated deadline will receive an evaluation. Agency will use an evaluation committee to review and evaluate the Qualifications using a 100-point scale. The evaluation of any submission may be suspended and/or terminated at the Agency’s discretion at any point during the evaluation process at which time the Agency determines that said proposal and/or vendor fails to meet any of the mandatory requirements as stated in this RFQ, the submission is determined to contain fatal deficiencies to the extent that the likelihood of selection for contract negotiations is minimal, or Agency receives reliable information that would make contracting with the vendor impractical or otherwise not in the best interests of the MSDH and/or the State of Mississippi.

- 5.2 Compliance Phase:** In this initial phase of the evaluation process, all Qualifications received are reviewed to determine if mandatory RFQ requirements have been satisfied, meaning whether a vendor is responsive, responsible, and/or acceptable.

A. Responsive Respondent

Respondent must submit a qualifications response that conforms in all material respects to this solicitation, as determined by MSDH.

B. Responsible Respondent

Respondent must have capability in all respects to perform fully the contract requirements and the integrity and reliability which will assure good faith performance as determined by MSDH.

Compliance requirements are not assigned a point percentage or score but are simply recorded as **Pass or Fail**. If any component received a Fail score (a “No” response) on any item or contains an item which for some reason cannot be evaluated, it shall be deemed as non-responsive and/or non-responsible. Failure to comply with these RFQ requirements may result in the Qualification being eliminated from further consideration. All Qualifications which are determined to be responsive, responsible, and/or acceptable will continue on to next phase.

Minor Irregularities-Qualifications with errors that do not alter the substance of the submission can be accepted, and the Agency Chief Procurement Officer may allow the vendor

to correct the problem as long as the irregularities are insignificant mistakes that can be waived or corrected without prejudice to other vendors. The Agency has the right to waive minor defects or variations of a proposal from the exact requirements of the specifications that do not affect the price, quality, quantity, delivery, or performance time of the services being procured. If insufficient information is submitted by a vendor with the submission for the Agency to properly evaluate it, the Agency has the right to require such additional information as it may deem necessary after the time set for receipt of Qualifications, provided that the information requested does not change the price, quality, quantity, delivery, or performance time of the services being procured.

Competitive Qualifications: Discussions may be conducted with respondents who submit Qualifications determined to be reasonably susceptible of being selected for the award. MSDH also reserves the right to accept any qualifications as submitted for contract award, without substantive negotiation of proposed terms, services, or prices. For this reason, all parties are advised to propose their most favorable terms initially.

Best and Final Offers: MSDH reserves the right to request Best and Final Offers in accordance with the OPSCR Rules and Regulations.

5.3 Analysis Phase: In this phase of the evaluation process, the evaluation committee reviews to determine numerical scores for each proposal. The evaluation factors are listed in order of their relative importance and weight:

- **Cost (Weight/Value of 37%/Points)** – The Procurement Staff will review proposals and award points. Points for price will be awarded using the following formula:

Lowest Price (X) divided by Offeror's price (Y) multiplied by 37 points equals awarded points Z.

- You should submit an all-inclusive rate per hour. The Proposals that do not include the Price Acknowledgement Form will be rejected. When working on OCD projects, vendor shall make times available during normal business hours (8am-5pm Monday-Friday) for meetings, discussions, and teamwork upon request.
- **Management (Weight/Value of 63%/Points)** – Management factors are scored with knowledge of the identity of the vendor and generally aid in determining the vendor's past performance of the service or provision of the service. Management factors to be evaluated include personnel, experience, ability to provide timely services; the ability to technically implement and maintain the structure and resources for providing all services listed in this RFQ, demonstrating where applicable the ability to perform the service reflected by technical training, education and general experience of staff and a documented record of past performance of providing marketing and communication services. The proposal must include substantial evidence of the Respondent ability to undertake the services required and outlined in this RFQ. Management factors are divided into the following subfactors:

A. Experience (Weight/Value of 35%/Points)

- B. Interview (Weight/Value of 28%/Points)-All vendors deemed responsive will be offered an interview set in the time, place, and manner established by MSDH.

Total Score = 100 Points

5.4 Negotiations Phase: The MSDH State Health Officer or his designee will contact the respondent with the qualifications submission which best meets MSDH needs (based on factors evaluated) and attempt to negotiate an agreement that is deemed acceptable to both parties.

5.5 Award: MSDH intends to award a single contract to the responsible and responsive vendor whose submission is determined in writing to be the most advantageous to the State taking into consideration the evaluation factors set forth in this RFQ. No other factors or criteria shall be used in the evaluation.

Section 6 – Minimum Vendor Qualifications

The following minimum Vendor requirements are mandatory. Failure to meet any of these requirements may result in disqualification of the proposal submitted by your company. Please respond by restating each minimum requirement, including the number listed below with documentation that proves specifically how your company meets that minimum criterion. If, in the opinion of the procurement team, you fail to prove that your company meets any of these minimum requirements, the proposal will be disqualified from further evaluation. If this happens, you will be notified of the decision and will have an opportunity to provide additional information to prove your company does meet the minimum requirements. It is incumbent upon the disqualified Vendor to respond timely and completely to any such notice as unreasonable delays and/or non-responsive submissions may result in the disqualification being upheld without further review.

The Vendor must have:

6.1 Prior Experience:

- A. Experience working with a state or jurisdictional public health Promoting Interoperability (PI) program, to include:
 - a. Knowledge of PI public health reporting criteria, data standards (HL7 and FHIR), supporting rules, and available federal resources
 - b. Experience in developing policy and processes in support of PI reporting rules
 - c. Experience in establishing and maintaining public health relationships with Eligible Hospitals (EHs) and Eligible Clinicians (ECs) required to support the PI program in both urban and rural areas.
- B. Minimum of three (3) years supporting the implementation of EH and EC data reporting solution (Electronic Laboratory Reporting, and ED Syndromic Surveillance), to include:
 - a. Experience in developing onboarding strategies and solutions for public health programs

- b. Experience in meeting organization, facilitation, and representation for a state or jurisdictional public health department in onboarding efforts to meet PI public health reporting criteria requirements.
- C. Minimum of three (3) years of experience with procuring, implementing, and/or advancing a state or jurisdictional public health department's interoperability solutions.

6.2 Financial Stability or Solvency: As an agency of the State of Mississippi, there are state regulations that prohibit advance payment of goods and services. Therefore, a Contractor must be financially able to provide services with the knowledge that MSDH cannot prepay for services rendered or goods delivered. Therefore, all invoices must be submitted in arrears. Respondent must submit an acknowledgement of this statement. **Pass/Fail Score**

Section 7 – Qualifications Submission Requirements

7.1 Submission Format – All proposals/qualifications must be submitted in writing. Each respondent must submit their written proposal in the style and format outlined herein.

MSDH discourages overly lengthy and costly Qualifications. In preparing a response, all narrative portions should be straightforward, detailed, and precise.

Qualifications must be typewritten on 8.5" x 11" paper (charts or graphs may be provide on legal-sized paper) using Times New Roman font type, font size 12, with standard half-inch margins. Appendices, as well as samples and templates required of the proposal need not comply with font and margin restriction. **Qualifications shall not exceed 10 pages (back and front) total.**

The sections of the proposal shall be comprised as listed below. It is the Respondent's responsibility to organize and separate the information into sections and tabs accordingly.

SECTION I MANAGEMENT

Tab 1 Proposal Cover Sheet (Attachment C) and Respondent Questionnaire (Attachment D): Failure to complete and/or sign may result in Vendor being determined nonresponsive. **Unauthorized modification or addition to any portion of the Attachment C or D may be cause for rejection of the proposal.**

In preparing your written response to the questionnaire, you are required to submit a copy each question or requirement, including the number, followed by your response, on a separate document. Please provide complete answers and explain all issues in a concise, direct manner.

Tab 2 Minimum Vendor Requirements Confirmation:

- A. Attachment B Minimal Qualifications Certification** - Please submit a signed copy of Attachment B Minimal Qualifications Certification.
- B. Qualifications Narrative**- Please submit a written statement addressing how you meet each of the Minimum Qualifications. The narrative should be written in the order listed on Attachment B. You should include examples of work done that meets each minimum qualification and any supporting documentation. You should also include a detailed plan of how you will perform the services requested.
- C. Resume**- Please include a copy of your resume and those of your staff and any supporting documents, certifications, degrees, etc.

Tab 3 References- Each vendor must furnish a listing of at least two (2) non-MSDH references. Include contact person, address, email, and phone number for each and a description of the services provided. These references must be familiar with the Vendor's abilities in the areas involved with this solicitation. MSDH reserves the right to determine whether or not to contact submitted references.

Tab 4 Attachment E- Standard Certifications

Tab 5 Signed Acknowledgment(s) of RFQ Amendment(s) (if any were posted)

**SECTION II
COST**

Tab 6 Rate/Cost Acknowledgement Form (Attachment F) - Failure to complete and/or sign the Rate/Cost Acknowledgment Form may result in Vendor being determined non-responsive. **Modification or addition to any portion of the Attachment may be cause for rejection of the proposal.**

7.2 Submission Requirements

- 7.2.1** One (1) signed original and three (3) (paper) color copies of the qualifications package, and an electronic copy (on a flash drive) of the qualifications package submitted in a sealed envelope or package to the place identified for receipt of Qualifications no later than the time and date specified for receipt of Qualifications. The electronic files shall not be password protected, shall be in Portable Document Format (PDF®) or Microsoft Word and/or Microsoft Excel format, and shall be capable of being copied to other media including readable in Microsoft Word and/or Microsoft Excel. The procurement team, not the evaluation committee, will be the only ones with access to this electronic copy, which shall consist of the following:

- a. One (1) electronic copy of the complete qualifications package including all attachments in a searchable Microsoft Office® format, preferably in Word® or PDF®; and
- b. One (1) REDACTED electronic copy of the complete qualifications package including all attachments and referenced documents in a searchable Microsoft Office® format, preferably in Word® or PDF®, *if the proposal contains confidential or proprietary information, pursuant to RFQ Section 7.2.13 below.*

7.2.2 The sealed envelope or package shall be marked with the proposal opening date and time, and the number of the Request for Qualifications **Friday, December 1, 2023 10:00AM CT; RFx # 3140003660**. Qualifications are subject to rejection unless submitted with the information included on the outside the sealed proposal envelope or package.

7.2.3 Sealed Qualifications should be mailed or hand-delivered to and labeled as follows:

RFQ for MSDH Promoting Interoperability Coordinator, RFx #3140003660

Submission Deadline: Friday, December 1, 2023, 10:00 AM CT

Attention: Jennifer Dotson, Proposal Coordinator

MISSISSIPPI STATE DEPARTMENT OF HEALTH

570 E. Woodrow Wilson Ave.

Jackson, MS 39216-4538

SEALED PROPOSAL – DO NOT OPEN

7.2.4 All proposal packages must be received by the Agency no later than Friday, December 1, 2023, 10:00 AM CT. Qualifications submitted via facsimile (fax) machine **will not** be accepted. It is suggested that if a proposal is mailed to the Agency, it should be posted in certified mail with a return receipt requested. The Agency will not be responsible for mail delays or lost mail. All risk of late arrival due to unanticipated delay – whether delivered by hand, USPS, courier or other delivery service or method – is entirely on the Vendor. All vendors are urged to take the possibility of delay into account when submitting a proposal.

7.2.5 In addition to the paper copy, vendors may also submit a proposal package on-line in the State of Mississippi electronic procurement system, the State of Mississippi's Accountability System for Governmental Information and Collaboration (MAGIC). **Submission through MAGIC, however it is not mandatory.** In order to submit electronically vendors must be registered as a vendor in MAGIC system and have an I.D. number and password assigned at the time of registration. Registering as a supplier with the State of Mississippi allows businesses to register for upcoming RFx opportunity notifications by the products they supply, search the system for upcoming RFxs, respond to RFxs electronically, and receive purchase orders by email. To register, please go to the following website: <http://www.DFA.ms.gov/DFA-offices/mmrs/mississippi-suppliers->

vendors/supplier-self-service/. Technical assistance may be found at <http://www.dfa.ms.gov/dfa-offices/mmrs/mississippi-suppliers-vendors/>.

- 7.2.6 If submitting via MAGIC, the documents are required to be uploaded in the same format required for the paper submission. The paper submission will take precedence if there is a discrepancy between the two.
- 7.2.7 Timely submission of the qualifications package is the responsibility of the Vendor. Qualifications received after the specified time will be rejected and maintained unopened in the procurement file. A proposal received at the place designated in the solicitation for receipt of Qualifications after the exact time specified for receipt will not be considered unless it has been determined by the Agency that the late receipt was due solely to mishandling by the Agency after receipt at the specified address.
- 7.2.8 The time and date of receipt will be indicated on the sealed qualifications envelope or package by Agency staff. The only acceptable evidence to establish the time of receipt at the office identified for proposal opening is the time and date stamp of that office on the qualifications package wrapper or other documentary evidence of receipt used by that office.
- 7.2.9 Each page of the qualifications package must be numbered. Multiple page attachments and samples should be numbered internally within each document, and not necessarily numbered in the overall page number sequence of the entire proposal. The intent of this requirement is for the Vendor to submit all information in a manner that it is clearly referenced and easily located.
- 7.2.10 Failure to submit a qualifications package along with required attachments will be considered cause for rejection of the proposal. **Modifications or additions to any portion of the qualifications document may be cause for rejection of the qualifications package.** The Agency reserves the right to decide, on a case-by-case basis, whether to reject a proposal with modifications or additions as non-responsive.
- 7.2.11 A qualifications response that includes terms and conditions that do not conform to the terms and conditions in the proposal document is subject to rejection as non-responsive. The Agency reserves the right to permit the Vendor to withdraw nonconforming terms and conditions from its qualifications package prior to a determination by the Agency of non-responsiveness based on the submission of nonconforming terms and conditions.
- 7.2.12 As a precondition to qualifications package acceptance, the Agency may request the Vendor to withdraw or modify those portions of the qualifications deemed non-responsive that do not affect quality, quantity, price, or delivery of the service.

- 7.2.13** Any Vendor claiming that its response contains information exempt from the Mississippi Public Records Act (Miss. Code Ann. §§ 25-61-1 *et seq.* and 79-23-1), shall segregate and mark the information as confidential and provide the specific statutory authority for the exemption.

If the qualifications package contains ***confidential information***, one (1) redacted electronic copy of the complete proposal including all attachments shall be labeled ***“Redacted”*** and submitted in a searchable Microsoft Office® format, preferably in Word® or Portable Document Format (PDF®).

If a redacted copy is not submitted, the Agency shall consider the entire Submission to be public record. The redacted copy should identify which section or information has been redacted and the Vendor shall provide the specific statutory authority for the exemption. Per Mississippi Code Annotated § 25-61-9(7), the type of service to be provided, the price to be paid, and the term of the Contract cannot be deemed confidential.

The redacted copy shall be considered public record and immediately released, without notification to Vendor, pursuant to any request under the Mississippi Public Records Act, Mississippi Code Annotated §§ 25-61-1 *et seq.* and 79-23-1. Redacted copies shall also be used/released for any reason deemed necessary by the Agency, including but not limited to, submission to a regulatory entity, posting to the Transparency Mississippi website, etc.

Section 8 – Vendor Certification

The Vendor agrees that submission of a signed Qualifications and all required attachments, is certification that the Vendor will accept an award made to it as a result of the submission. Under no circumstances shall the maximum time for proposal acceptance by the State extend beyond one (1) year from the date of opening.

Section 9 – Debarment

By submitting a proposal, the Vendor certifies that it is not currently debarred from submitting Qualifications for contracts issued by any political subdivision or agency of the State of Mississippi and that it is not an agent of a person or entity that is currently debarred from submitting Qualifications for contracts issued by any political subdivision or agency of the State of Mississippi.

Section 10 – Registration with Mississippi Secretary of State

By submitting a qualifications package, the Vendor certifies that it is registered to do business in the State of Mississippi as prescribed by Mississippi law and the Mississippi Secretary of State or, if not already registered, that it will do so within seven (7) business days of being notified by the Agency that it has been selected for contract award. Sole proprietors are not required to register with the Mississippi Secretary of State.

Section 11 – Insurance, Bonds, or Other Sureties

11.1 No insurance is required.

Section 12 – Proposal Opening

Submitted Qualifications shall be opened on the date designated in Section 2. The proposal opening is not open to the public.

Section 13 – Award Notification

Award for this procurement will be posted on the Mississippi Contract/Procurement Opportunity Search Portal website at https://www.ms.gov/dfa/contract_bid_search/Bid?autoloadGrid=False and the Agency website at <http://www.msdh.ms.gov> under RFPs/Grants in the bottom left corner of the webpage for 48 hours prior to Official award notices. After public posting, MSDH will notify in writing the responsible Offeror(s) whose proposal is determined to be the most advantageous to the State taking into consideration evaluation factors set for herein. Notice of intended Contract award will be sent via e-mail.

Section 14 – Procurement Methodology

14.1 Restrictions on Communications with Agency and Agency Staff

At no time shall any vendor or its personnel contact, or attempt to contact, any Agency staff regarding this RFQ except the contact person as set forth and, in the manner, prescribed in RFQ Section 3.

14.2 Vendor Investigations

Before submitting a proposal, each vendor shall make all investigations and examinations necessary to ascertain all site conditions and requirements affecting the full performance of the Contract and to verify any representations made by the Agency upon which the Vendor will rely. If the Vendor receives an award as a result of its proposal submission, failure to have made such investigations and examinations will in no way relieve the Vendor from its obligation to comply in every detail with all provisions and requirements of the Contract documents, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever for additional compensation.

14.3 Expenses Incurred in Preparing a Proposal

The Agency accepts no responsibility for any expense incurred by any vendor in the preparation and presentation of a proposal. Such expenses shall be borne exclusively by the Vendor.

14.4 Property of MSDH

All Qualifications/Proposals submitted become the property of MSDH upon receipt and will not be returned to the Respondent once opened. MSDH has the right to use any and all ideas or adaptations of ideas contained in any proposal received as a result of this RFQ. Selection or rejection of the Qualification/Proposal will not affect this right. Qualifications/Proposals become public documents upon submission.

14.5 News Releases

The MSDH is the only entity authorized to issue news releases relating to this RFQ, its evaluation, and award of any contract and performance thereunder.

14.6 Ownership of Materials

All materials and data produce for MSDH under a contract resulting from this RFQ shall be owned by MSDH. This agency does not share original produced content.

14.7 RFQ Does Not Constitute Acceptance of Offer

The release of the RFQ does not constitute an acceptance of any offer, nor does such release in any way obligate MSDH to execute a contract with any other party. The Agency reserves the right to accept, reject, or negotiate any or all offers on the basis of the evaluation criteria contained herein. The final decision to execute a contract with any party rests solely with MSDH.

14.8 Rejection of Qualifications

A submission that includes terms and conditions that do not conform to the terms and conditions in the RFQ document is subject to rejection as non-responsive. Further, submission of a qualifications package that is not complete and/or signed is subject to rejection as non-responsive. The Agency reserves the right to permit the Vendor to withdraw nonconforming terms and conditions from its proposal prior to a determination by the Agency staff of non-responsiveness based on the submission of nonconforming terms and conditions. Furthermore, if a Vendor's price is substantially higher or lower than those of other vendors, meaning those in excess or deficient of a twenty-five percent (25%) differential, the Vendor's price may be deemed non-responsive.

MSDH reserves the right to reject any or all proposal received in response to the RFQ, cancel the RFQ in its entirety, or issue another RFQ.

14.9 Withdrawal of Qualifications

If the rate/cost offered is substantially lower than those of other vendors, a mistake may have been made. A vendor may withdraw its qualifications from consideration if certain conditions are met:

- (1) The proposal/qualifications is submitted in good faith;
- (2) The price bid/offered is substantially lower than those of other vendors because of a mistake;
- (3) The mistake is a clerical error, not an error of judgment; and,
- (4) Objective evidence drawn from original work papers, documents, and other materials used in the preparation of the proposal demonstrates clearly that the mistake was an unintentional error in arithmetic or an unintentional omission of a quantity of labor or material.

To withdraw a proposal/qualifications that include(s) a clerical error after opening, the Vendor must give notice in writing to the Agency of claim of right to withdraw a proposal. Within two (2) business days after the proposal opening, the Vendor requesting withdrawal must provide to the Agency all original work papers, documents, and other materials used in the preparation of the offer.

A Vendor may also withdraw an offer, prior to the time set for the opening of Qualifications, by simply making a request in writing to the Agency. No explanation is required.

No vendor who is permitted to withdraw a proposal/qualifications shall, for compensation, supply any material or labor to or perform any subcontract or other work for the person to whom the contract is awarded, or otherwise benefit from the Contract.

No partial withdrawals of a proposal/qualifications is permitted after the time and date set for the opening; only complete withdrawals are permitted.

14.10 Post-Award Vendor Debriefing

A vendor, successful or unsuccessful, may request a post-award vendor debriefing, in writing, by U.S. mail or electronic submission. The written request must be received by Jennifer Dotson, Proposal Coordinator within three (3) business days of notification of the contract award. A post-award vendor debriefing is a meeting and not a hearing; therefore, legal representation is not required. A debriefing typically occurs within three (3) business days of receipt of the request. If an Offeror prefers to have legal representation present, the Offeror must notify Jennifer Dotson, Proposal Coordinator in writing and identify its attorney by name, address, and telephone number. The agency will 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. MSDH reserves the right to provide written debriefings at its sole discretion.

For additional information regarding Post-Award Vendor Debriefing, as well as the information that may be provided and excluded, please see Section 7-113 through 7-113.07, Post-Award Vendor Debriefing, of the *PPRB OPSCR Rules and Regulations* as updated and replaced by PPRB.

14.11 Protests

Protests are conducted in accordance with Section 7-112, *Protests of Solicitations or Awards*, of the *PPRB OPSCR Rules and Regulations*. An Interested Party, defined as any actual or prospective bidder or offeror that may be aggrieved by the solicitation or award of a contract, or by the protest, may protest to the Chief Procurement Officer, Jennifer Dotson with a copy to the Mississippi Department of Finance and Administration Director of the Office of Personal and Professional Service Contract Review. The protest shall be submitted within seven (7) calendar days of Notice of Intent to Award or within seven (7) calendar days of the solicitation posting if the protest is based on the solicitation.

The written protest letter shall contain an explanation of the specific basis for the protest. All protests must be in writing and labeled "Protest". It should contain the name and address of the protestor, identify the procurement and contract number (if awarded), contain a statement of the reason(s) for protest, citing the law(s), rule(s) and regulation(s) or procedure(s) on which the protest is based, and be dated and signed by the bidder or an individual authorized to sign contracts on behalf of the protesting bidder. The protesting bidder must provide facts and evidence to support the protest. A protest is considered filed when received by the Chief Procurement Officer via either U.S. Postal Service mail, postage prepaid, or by personal delivery. **Protests filed after 5:00PM CST, seven calendar days solicitation publication or of notification of the contract award, will not be considered. See also the Notification of Intent to Award section of this solicitation.**

To file a protest directly to the PPRB, the aggrieved party shall file a protest with the Office of Personal Service Contract Review within seven (7) calendar days after the aggrieved party knew or should have known of the facts and circumstances upon which the protest is based, but in no event later than within seven (7) calendar days of the solicitation posting or award.

For additional information regarding Protests of Solicitations or Awards, please see Section 7-112, *Protests of Solicitations or Awards*, of the *PPRB OPSCR Rules and Regulations*. A copy may be found at <https://www.dfa.ms.gov/personal-service-contract-review>.

Section 15 –Contract, Terms and Conditions

The release of this RFQ does not constitute an acceptance of any submitted proposal, nor does such release in any way obligate MSDH to execute a contract with any offeror. MSDH reserves the right to accept, reject, or negotiate any and all offers on the basis of the evaluation criteria contained within this document. The final decision to execute a Contract with any party rests solely with MSDH, including the decision to make no award of Contract.

A draft Contract has been included as **Attachment F** to this RFQ for your review. Any contract entered into with the Agency pursuant to this RFQ shall include clauses required pursuant to the *PPRB OPSCR Rules and Regulations* as updated and replaced by PPRB. These required clauses are mandatory and are nonnegotiable. The titles of required clauses are printed in **bold** on the agency's sample contract attached hereto.

A copy of the required contract clauses can be found at <https://www.dfa.ms.gov/media/9413/pprb-opscr-rules-and-regulations-eficative-01182020.pdf>

MSDH discourages exceptions from the draft contract content, regardless of content being required or not. Such exceptions may cause a submission to be rejected as non-responsive. Qualifications which condition the qualifications package based upon the State accepting other terms and conditions not found in the RFQ, or which take exception to the State's terms and conditions, may be found non-responsive, and no further consideration of the proposal will be given.

Any contract resulting from this RFQ shall consist of the contract, this RFQ, its amendments, the offeror's qualifications package and the Best and Final Offer where applicable.

Section 16 – Agency Website

This RFQ, any amendment thereto, such as Questions and Answer document(s) and Summary of Pre-Proposal Conference, Tour, or Site Visit, if any were issued, the Notice of Intent-To-Award, and the Evaluation Report will be posted on the Agency website Agency website at <http://www.msdh.ms.gov> under RFQs/Grants in the bottom left corner of the webpage and on the Mississippi Contract/Procurement Opportunity Search Portal website at https://www.ms.gov/dfa/contract_bid_search/Bid?autoloadGrid=False.

Section 17 – Attachments

The attachments to this RFQ are made a part of this RFQ as if copied herein in words and figures.

Section 18 – Regulatory Authority/Approval

It is understood that this solicitation is issued in accordance with Office of Personal Service Contract Review Board Rules and Regulations. A copy of these rules by be found at:

<https://www.dfa.ms.gov/personal-service-contract-review>

If any contract resulting from this solicitation requires approval by the Public Procurement Review Board and/or the Mississippi Department of Finance and Administration Office of Personal Service Contract Review and the contract is not approved by the PPRB and/or OPSCR, it is void and no payment shall be made hereunder.

ATTACHMENT A SCOPE OF SERVICES

The Contractor will be responsible for the following activities as directed by the MSDH Office of Communicable Diseases.

1. Perform all tasks required to manage, support, and advance the MSDH PI program, including but not limited to:
 - a. Ensure all processes and policies are updated and are implemented.
 - b. Ensure the MSDH PI website is up-to-date and accurate.
 - c. Serve as the primary contact for all PI questions internal to MSDH and external in from Mississippi EHs and ECs.
 - d. Establish and maintain appropriate relationships with MS EHs and ECs required to support the MSDH PI program.
 - e. Identify processes to improve data interoperability and quality.
 - f. Assist with implementing electronic case reporting (eCR) for Mississippi EHs and ECs.
 - g. Assist with developing eCR reporting requirements and procedures, and developing RCKMS rules.
2. Provide expert consultation regarding the integrated disease surveillance platform (IDSP), including but not limited to:
 - a. Identify an individual to participate on the MSDH IDSP RFP proposal evaluation committee.
 - b. Provide guidance to selected IDSP vendor regarding ELR workflow and trading partner onboarding for HL7 messaging.
 - c. Work with IDSP vendor and MSDH OCD staff to implement electronic case reporting, to include eCR onboarding for trading partners.
3. Assist with the wastewater surveillance program at MSDH, as needed.
4. Provide guidance and expertise to MSDH OCD staff during MSDH IT procurement meetings:
 - a. Provide assistance with and knowledge of state procurement policies and state contracts.
5. Make expert consultant(s) available for project management activities related to MSDH Office of Communicable Disease projects as needed and appropriate.
6. Submit monthly invoices to the Office of Communicable Diseases along with a monthly progress and status report of tasks accomplished during the month.
7. Submit a quarterly summary of progress on major projects such as the IDSP procurement/implementation, wastewater surveillance implementation, eCR implementation, and other key OCD interoperability projects.

When working on OCD projects, vendor shall make times available during normal business hours (8am-5pm Monday-Friday) for meetings, discussions, and teamwork upon request.

All invoices will be itemized and detailed and the contract value shall not exceed \$115,000.00 per year.

ATTACHMENT B MINIMUM QUALIFICATIONS CERTIFICATION

Minimum Qualifications are used by MSDH to determine whether the Respondent meets the qualifications and has had the experience on providing comparable services MSDH is requesting. Any response that does not demonstrate that the Respondent meets these Minimum Qualifications by the response deadline will be considered non-responsive and will not be evaluated further. Be sure to complete and return this section.

Minimum Qualifications	
Management Experience: A. Experience working with a state or jurisdictional public health Promoting Interoperability (PI) program, to include: <ul style="list-style-type: none"> a. Knowledge of PI public health reporting criteria, data standards (HL7 and FHIR), supporting rules, and available federal resources b. Experience in developing policy and processes in support of PI reporting rules c. Experience in establishing and maintaining public health relationships with Mississippi Eligible Hospitals (EHs) and Eligible Clinicians (ECs) required to support the PI program. 	<input type="checkbox"/> Yes
Mississippi Eligible Hospitals (EH) and Eligible Clinicians Experience: B. Minimum of three (3) years supporting the implementation of EH and EC data reporting solution (Electronic Laboratory Reporting, and ED Syndromic Surveillance), to include: <ul style="list-style-type: none"> a. Experience in developing onboarding strategies and solutions for public health programs. b. Experience in meeting organization, facilitation, and representation for a state or jurisdictional public health department in onboarding efforts to meet PI public health reporting criteria requirements. 	<input type="checkbox"/> Yes
Public Health Department Interoperability Solutions: C. Minimum of three (3) years of experience with procuring, implementing, and/or advancing a state or jurisdictional public health department's interoperability solutions.	<input type="checkbox"/> Yes
Financial Stability: Respondent acknowledges that as an agency of the State of Mississippi, it is prohibited from providing advanced payment of goods and services. I acknowledge and accept that MSDH cannot prepay for services rendered or goods delivered. Therefore, all invoices must be submitted in arrears.	<input type="checkbox"/> Yes

By signing below, Respondent certifies that he/she has contractual binding authority, and further acknowledges and certifies that this information is accurate and correct.

Signature

Print Name/Title

Date

**ATTACHMENT C
PROPOSAL COVER SHEET**

Qualifications are to be submitted as listed below, on or before **Friday, December 1, 2023, 10:00 AM CT.**

PLEASE MARK YOUR ENVELOPE:

RFQ for MSDH Promoting Interoperability Coordinator, RFx #3140003660

Submission Deadline: Friday, December 1, 2023, 10:00 AM CT

Attention: Jennifer Dotson, Proposal Coordinator

MISSISSIPPI STATE DEPARTMENT OF HEALTH

570 E. Woodrow Wilson Ave.

Jackson, MS 39216-4538

SEALED PROPOSAL – DO NOT OPEN

Name of Respondent: _____

Proposal By: _____

Signature: _____

Address: _____

City/State/Zip: _____

Telephone: _____

Fax Number: _____

Email Address: _____

Name, title, phone number, and email address of Company Representative to be contacted by Agency, if different than person identified above: _____

ATTACHMENT D
RESPONDENT QUESTIONNAIRE

In addition to providing the above contact information requested in Attachment C, please answer the following questions:

1. The name of the Offeror, the physical location and mailing address of your home office, principal place of business, and place of incorporation of the Offeror's principal place of business, and, if different, the place of performance of the proposed contract;
2. What is the age of the Offeror's business and where applicable, the average number of employees over the past five years (5) as specified in the RFQ;
3. Please provide a listing of other contracts under which services similar in scope, size, or discipline to the required services were performed or undertaken within the past four years (5), as specified in the RFQ;
4. How many years has Respondent been in the business of performing the services called for in this RFQ?
5. Please confirm that the Respondent is in compliance with all current contracts.
6. Have you/your company ever been involved in a lawsuit involving any area covered by this RFQ? If yes, provide details including dates and outcomes.
7. During the past three (3) years, have you/your company, related entities, principals or officers ever been a party in any material criminal litigation, whether directly related to this RFQ or not? If yes, provide details including dates and outcomes.
8. Have you/your company been cited or threatened with citation within the last three (3) years by federal or state regulators for violations of any federal, state, or local law or federal, state or local regulation? If yes, please describe the circumstances in detail.
9. Confirm that you/your company is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transaction by any federal department or agency, or by any political subdivision or agency of the State of Mississippi.
10. Please confirm the qualifications package is valid for at least one (1) year subsequent to the date of submission.
11. List all clients that have discontinued use of your services in the past three (3) years and your understanding of their discontinued use of your services. For each client, the list must specify:
 - a. Client information, including the name, title, address, email address, and phone number of a person whom we may contact to confirm as needed,
 - b. The type of work your company provided to the client,
 - c. Contract effective dates for the time period(s) (beginning and end dates) your company provided services to the client.
 - d. Reason services were discontinued.

**ATTACHMENT E
RATE/COST ACKNOWLEDGEMENT FORM**

Respondent/Company Name	Representative (if different)	Telephone No.

The rate quoted shall be **ALL INCLUSIVE**, meaning inclusive of all costs, including but not limited to the following:

1. All required equipment/material
2. All required insurance, bond, or other surety
3. All required overhead
4. All required profit
5. All required vehicles
6. All required labor and supervision
7. All required business and professional certifications, licenses, permits, or fees
8. All required postage and shipping costs
9. Travel, (unless required and pre-approved by MSDH)
10. All other costs

Please provide your rate per hour.

\$ _____/hour

Total contract value will not exceed \$115,000.00 per fiscal year.

PRINTED Name of Respondent/Representative	
Signature:	
Date:	

Note: Failure to sign this form may result in the submission being rejected as non-responsive. Modifications or additions to any portion of this form may be cause for rejection of the submission.

ATTACHMENT F
STANDARD CERTIFICATIONS AND ACKNOWLEDGEMENTS

By signing below, the company Representative certifies that he/she has authority to bind the company, and further acknowledges and certifies on behalf of the company:

1. That he/she has thoroughly read and understands the Request for Qualifications and Attachments thereto;
2. That the company meets all requirements and acknowledges all certifications contained in the Request for Qualifications and Attachments thereto;
3. That the company agrees to all provisions of the Request for Qualifications and Attachments thereto including, but not limited to, be included in any contract resulting from this RFQ (Attachment E);
4. That the company will perform the services required at the prices quoted above;
5. That, to the best of its knowledge and belief, the cost or pricing data submitted is accurate, complete, and current as of the submission date;
6. The Contractor represents that its workers are licensed, certified **and/or** possess the requisite credentials to perform AAR/IP services; and,
7. **NON-DEBARMENT:** By submitting a proposal, the vendor certifies that it is not currently debarred from submitting Qualifications for contracts issued by any political subdivision or agency of the State of Mississippi and that it is not an agent of a person or entity that is currently debarred from submitting Qualifications for contracts issued by any political subdivision or agency of the State of Mississippi.
8. **INDEPENDENT PRICE DETERMINATION:** The vendor 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 vendor or competitor relating to those prices, the intention to submit a proposal, or the methods or factors used to calculate the prices bid/offered.
9. **PROSPECTIVE CONTRACTOR'S REPRESENTATION REGARDING CONTINGENT FEES:** The prospective contractor represents as a part of such Contractor's proposal that such Contractor ***has not*** retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract.
10. **REPRESENTATION REGARDING CONTINGENT FEES:** 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 other contingent fee, except as disclosed in the Contractor's proposal.

ATTACHMENT F
STANDARD CERTIFICATIONS AND ACKNOWLEDGEMENTS

11. REPRESENTATION REGARDING GRATUITIES: 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 *PPRB OPSCR Rules and Regulations*.

Company Name: _____

Printed Name of Representative: _____

Date: _____

Signature: _____

Note: *Failure to sign these Certifications and Acknowledgements may result in the Qualifications/Proposal being rejected as non-responsive. Modifications or additions to any portion of this document may be cause for rejection of the Qualifications/Proposal.*

**ATTACHMENT G
MISSISSIPPI STATE
DEPARTMENT OF HEALTH
CONTRACT FOR PROFESSIONAL SERVICES**

1. Parties. This contractual agreement is entered into by and between the Mississippi State Department of Health (hereinafter “MSDH” or “Agency”) and [Company Name] (hereinafter “Contractor”).
2. Purpose. The purpose of this contract is for MSDH to engage Contractor to provide certain professional services.
3. Period of Performance. This contract will become effective for the period beginning [Month Day, 20XX] and ending on [Month Day, 20XX], upon the approval and signature of the parties hereto.
4. General Terms and Conditions. This contract is hereby made subject to the terms and conditions included in Attachment A, captioned “General Terms and Conditions”, attached hereto and incorporated herein.
5. Acknowledgements and Special Terms. This contract is hereby made subject to the terms and conditions included in Attachment B, captioned “Acknowledgements and Special Terms”, attached hereto and incorporated herein.
6. Scope of Services. Contractor will perform and complete in a timely and satisfactory manner the services described in Attachment C, captioned “Services and Compensation”, attached hereto and incorporated herein.
7. Consideration. As consideration for the performance of the services referenced above, MSDH agrees to compensate Contractor as provided in Attachment C.
8. 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 MSDH: Daniel Edney, MD, FACP, FASAM
State Health Officer
Mississippi State Department of Health
Post Office Box 1700
Jackson, Mississippi 39215-1700

[with Copy to Teselyn Funches, Contracts/Procurement Coordinator]

For the Contractor: [Name of Authorized Signer], [Title]
[Company Name]
[Mailing Address]
[City], Mississippi [Zip Code]
[Email Address]
[Phone Number]

Any other correspondence concerning this agreement shall be directed as follows:

For MSDH: [Name of MSDH Employee], [Title]
 Mississippi State Department of Health
 [Mailing Address]
 [City], Mississippi [Zip Code]
 [Email Address]@msdh.ms.gov

9. Entire Agreement. This document and all incorporated attachments constitute the entire agreement of the parties with respect to the subject matter contained herein and supersedes and replaces any and all prior negotiations, understandings and agreements, written or oral, between the parties relating thereto.

In witness whereof, the parties hereto have affixed, on duplicate originals, their signatures on the date indicated below, after first being authorized so to do.

 DATE

By:

 Daniel Edney, MD, FACP, FASAM
 State Health Officer
 Mississippi State Department of Health

 DATE

By:

 [Name of Authorized Signer], [Title]
 [Company Name]

ATTACHMENT A: GENERAL TERMS AND CONDITIONS

1. **Assignment and Receipt of Amounts Payable.** This section applies only to a Contractor which serves as a clinical or healthcare provider for the Department, as follows:
 - a. The Contractor authorizes the Department to accept assignment and receive any amounts payable under Part B of Title XVII and Title XIX of the Social Security Act and/or any monies collected for service rendered by the Contractor under the terms of this contract, including but not limited to private insurance, third-party arrangements, or such other payment or reimbursement mechanisms as may be applicable or available. The Contractor agrees that the Department shall be the payor or financial reimbursement mechanism of last resort when other sources are mandated or are available.
 - b. The Contractor agrees that no additional charges will be made to patients/clients to whom services are provided under the terms of this contract.
2. **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.
3. **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 the courts of the State. Contractor shall comply with applicable federal, state, and local laws and regulations.
4. **Approval Clause.** It is understood that if this contract requires approval by the Public Procurement Review Board and/or the Mississippi Department of Finance and Administration Office of Personal Service Contract Review and this contract is not approved by the PPRB and/or OPSCR, it is void and no payment shall be made hereunder.
5. **Attorneys' Fees and Expenses.** Subject to other terms and conditions of this agreement, in the event Contractor defaults in any obligations under this agreement, Contractor shall pay to the State all costs and expenses (including, without limitation, investigative fees, court costs, and attorney's fees) incurred by the State in enforcing this agreement or otherwise reasonably related thereto. Contractor agrees that under no circumstances shall the customer be obligated to pay any attorney's fees or costs of legal action to Contractor.
6. **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.

7. **Availability of Funds.** It is expressly understood and agreed that the obligation of the Mississippi State Department of Health (MSDH) 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 MSDH, MSDH shall have the right upon ten (10) working days written notice to Contractor, to terminate this agreement without damage, penalty, cost or expenses to MSDH of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.
8. **Compliance with Laws.** Contractor understands that the Mississippi State Department of Health (MSDH) 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 Contractor agrees during the term of the agreement that Contractor will strictly adhere to this policy in its employment practices and provision of services. 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.
9. **Confidential Information.** Confidential Information shall be defined as (1) those materials, documents, data, and other information which the Contractor has designated in writing as proprietary and confidential; and (2) all materials, documents, data and information which the Contractor acquires as a result of its contact with and efforts on behalf of MSDH, and any other information designated in writing as confidential by MSDH or the State of Mississippi.

Each party to this contract agrees to protect all Confidential Information provided by one party to the other, to treat all such Confidential Information as confidential to the extent that confidential treatment is allowed under State and/or Federal law, and, except as otherwise required by law, not to publish or disclose such information to any third party without the other party's written permission, and to do so by using those methods and procedures normally used to protect the party's own confidential information. Any liability resulting from the wrongful disclosure of confidential information on the part of the Contractor or its Subcontractors shall rest with the Contractor. Disclosure of any confidential information by the Contractor or its Subcontractors without the express written approval of MSDH shall result in the immediate termination of this contract.

10. **Confidentiality.** Notwithstanding any provision to the contrary contained herein, it is recognized that MSDH 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 MSDH pursuant to the agreement and designated by the Contractor in writing as trade secrets or other proprietary confidential information, MSDH shall follow the provisions of Mississippi Code Annotated §§ 25-61-9 and 79-23-1 before disclosing such information. The MSDH shall not be liable to the Contractor for disclosure of information required by court order or required by law.

11. **Disclosure of Confidential Information.** In the event that either party to this agreement receives notice that a third party requests divulgence of confidential or otherwise protected information and/or has served upon it a subpoena or other validly issued administrative or judicial process ordering divulgence of confidential or otherwise protected information that party shall promptly inform the other party and thereafter respond in conformity with such subpoena to the extent mandated by law. This section shall survive the termination or completion of this agreement. The parties agree that this section is subject to and superseded by Mississippi Code Annotated §§ 25-61-1 *et seq.*

12. **Exceptions to Confidential Information.** Contractor and the State shall not be obligated to treat as confidential and proprietary any information disclosed by the other party (“disclosing party”) which:
 - (1) is rightfully known to the recipient prior to negotiations leading to this agreement, other than information obtained in confidence under prior engagements;
 - (2) is generally known or easily ascertainable by nonparties of ordinary skill in the business of the customer; is released by the disclosing party to any other person, firm, or entity (including governmental agencies or bureaus) without restriction;
 - (3) is independently developed by the recipient without any reliance on confidential information;
 - (4) is or later becomes part of the public domain or may be lawfully obtained by the State or Contractor from any nonparty; or,
 - (5) is disclosed with the disclosing party’s prior written consent.

13. **Disputes.** Any dispute concerning a question of fact arising under this Contract shall be disposed of by good faith negotiation between duly authorized representative of MSDH and the Contractor. Disputes that cannot be resolved in this manner shall be determined by a court of competent jurisdiction in Hinds County, Mississippi. Pending final decision of a dispute, the Contractor shall proceed diligently with the performance of its obligation in this agreement.

14. **E-Payment.** Contractor agrees to accept all payments in United States currency via the State of Mississippi’s electronic payment and remittance vehicle. The agency 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 the agency within forty-five (45) days of receipt of invoice. Mississippi Code Annotated § 31-7-301 *et seq.*

15. **E-Verification.** If applicable, 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. 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, Contractor agrees to provide a copy of each such verification. 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 Contractor to the following:

- a. 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;
- b. the loss of any license, permit, certification or other document granted to Contractor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year; or,
- c. both.

In the event of such cancellation/termination, 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.

- 16. Failure to Deliver. In the event of failure of Contractor to deliver services in accordance with the contract terms and conditions, MSDH, after due oral or written notice, may procure the services from other sources and hold Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that MSDH may have.
- 17. Failure to Enforce. Failure by MSDH at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of MSDH to enforce any provision at any time in accordance with its terms.
- 18. Force Majeure. Each party shall be excused from performance for any period and to the extent that it is prevented from performing any obligation or service, in whole or in part, as a result of causes beyond the reasonable control and without the fault or negligence of such party and/or its subcontractors. Such acts shall include without limitation acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, earthquakes, floods, or other natural disasters (“force majeure events”). When such a cause arises, Contractor shall notify the State immediately in writing of the cause of its inability to perform, how it affects its performance, and the anticipated duration of the inability to perform. Delays in delivery or in meeting completion dates due to force majeure events shall automatically extend such dates for a period equal to the duration of the delay caused by such events, unless the State determines it to be in its best interest to terminate the agreement.
- 19. HIPAA Compliance. Contractor agrees to comply with the “Administrative Simplification” provisions of the Health Insurance Portability and Accountability Act of 1996, including electronic data interchange, code sets, identifiers, security, and privacy provisions, as may be applicable to the services under this contract.
- 20. Indemnification.
 - a. If Contractor is another agency or entity of the State of Mississippi, the following shall apply:

Contractor’s tort liability, as an entity of the State of Mississippi, is determined and controlled in accordance with Mississippi Code Annotated §§ 11-46-1 *et seq.*, including all defenses and exceptions contained therein. Nothing in this agreement shall have the effect of changing or altering this liability or of eliminating any defense available to the State under statute.

b. For all other Contractors, the following shall apply:

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 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. 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 State's concurrence, which the State shall not unreasonably withhold.

21. 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 MSDH, and MSDH shall be at no time legally responsible for any negligence or other wrongdoing by Contractor, its servants, agents, or employees. MSDH 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, MSDH shall not provide to Contractor any insurance coverage or other benefits, including Worker's Compensation, normally provided by the State for its employees.
22. 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.
23. No Limitation of Liability. Nothing in this agreement shall be interpreted as excluding or limiting any tort liability of Contractor for harm caused by the intentional or reckless conduct of Contractor or for damages incurred through the negligent performance of duties by Contractor or the delivery of products that are defective due to negligent construction.
24. Non-Discrimination for HIV/AIDS. As a recipient of Federal funds, directly or indirectly through payments from the Department, the Contractor agrees that no person(s) who are otherwise qualified shall be denied employment, funds, education, or care in the program(s) funded in whole or in part by the Department on account of affliction with Acquired Immune Deficiency Syndrome (AIDS)-related conditions, or on the basis of their infection with the Human Immunodeficiency Virus (HIV). This non-discrimination agreement and policy shall likewise apply to those individuals or groups who may be perceived as having AIDS or the aforementioned AIDS-related conditions, or who are perceived as being infected with HIV.

25. **Ownership of Documents and Work Papers.** MSDH 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 MSDH 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 MSDH and subject to any copyright protections.

Additionally, Contractor assures that any and all information regarding clients of MSDH will be kept strictly confidential and will become the property of MSDH. Contractor assures that MSDH shall have full access to all information collected. The Contractor is prohibited from use of the above described information and/or materials without the express written approval of MSDH.

Paper documents and electronic devices and media containing Personally Identifiable Information must be returned or, if approved by MSDH, destroyed in a preapproved manner. Contractor agrees to contact MSDH for further guidance on approved methods on destroying electronic devices and related media.

26. **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 Contractor's choice. The State may, at its sole discretion, require Contractor to electronically submit invoices and supporting documentation at any time during the term of this Agreement. Contractor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.
27. **Personally Identifiable Information.** Contractor will not disclose or release any Personally Identifiable Information (PII) to which the Contractor has access except as required to do so to authorized employees and officials within the scope of the Contractor's duties under this contract. Furthermore, Contractor acknowledges that any unauthorized disclosure of the information provided under this contract may violate Federal and/or State laws and subject the Contractor to penalties.
28. **Procurement Regulations.** The contract shall be governed by the applicable provisions of the *Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations*, a copy of which is available at 501 North West Street, Suite 701E, Jackson, Mississippi 39201 for inspection, or downloadable at www.dfa.ms.gov.
29. **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. Unless mandated by federal or state law for a longer retention period, 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. Unless mandated by federal or state law for a longer retention period, all records related to this agreement that contain, or are associated with, protected health information (PHI) shall be retained by Contractor for at least six (6) 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 six (6) 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 six (6) year period, whichever is later.

30. Recovery of Money. Whenever, under the contract, any sum of money shall be recoverable from or payable by Contractor to MSDH, the same amount may be deducted from any sum due to Contractor under the contract or under any other contract between Contractor and MSDH. The rights of MSDH are in addition and without prejudice to any other right MSDH may have to claim the amount of any loss or damage suffered by MSDH on account of the acts or omissions of Contractor.
31. Reimbursement. MSDH agrees to provide reimbursement for the contract period. For contracts that include the use of Federal funds, MSDH agrees to provide reimbursement for the contract period in accordance with the requirements set forth in OMB Circular A-87. Such reimbursement will be made upon receipt of the necessary billing listing salaries, Social Security, retirement, and other items provided in this contract, including copies of payroll requisitions and invoice copies for materials, equipment, or supplies. Any final billings shall be submitted to MSDH no later than thirty (30) days after the close of the contract. Failure to submit final billings within the stated timeframe for this contract may be grounds for MSDH to reject such reimbursements. It is agreed by both parties that the following items will be made only when approved by both parties:
 - a. Reimbursement in excess of the amount budgeted for any item; or
 - b. Reimbursement of items not included in the budget; or
 - c. The transfer of monies between items within the budget.

It is agreed by both parties that no reimbursement will be made by MSDH until this contract has been signed by the appropriate personnel of both parties and until a budget for expenditures pursuant to the contract has been approved by MSDH.

32. 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 MSDH 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 MSDH for the period of the contract. The amount is only an estimate and Contractor understands and agrees that MSDH 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 MSDH 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.
33. Right to Audit. Contractor shall maintain such financial records and other records as may be prescribed by MSDH or by applicable federal and state laws, rules, and regulations. Unless mandated by federal or state law for a longer retention period, Contractor shall retain these records for a period of three years after final payment, or until they are audited by MSDH, 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. Unless

mandated by federal or state law for a longer retention period, Contractor shall retain these records for a period of six (6) years after final payment if such records contain, or are associated with, PHI. These records shall be made available during the term of the contract and the subsequent six (6) year period for examination, transcription, and audit by the Mississippi State Auditor's Office, its designees, or other authorized bodies.

34. **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.
35. **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.
36. **Stop Work Order.**
 - a. *Order to Stop Work:* The Chief Procurement Officer, may, by written order to Contractor at any time, and without notice to any surety, require 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 90 days after the order is delivered to 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, 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 Chief Procurement Officer shall either:
 - i. cancel the stop work order; or,
 - ii. 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, Contractor shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or Contractor price, or both, and the contract shall be modified in writing accordingly, if:
 - i. the stop work order results in an increase in the time required for, or in Contractor's cost properly allocable to, the performance of any part of this contract; and,
 - ii. Contractor asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage; provided that, if the Chief Procurement Officer 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*: If permissible, any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment clause of this contract.

37. **Termination for Convenience.**

- a. *Termination*. The Agency Head or designee may, when the interests of the State so require, terminate this contract in whole or in part, for the convenience of the State. The Agency Head or designee shall give written notice of the termination to Contractor specifying the part of the contract terminated and when termination becomes effective.
- b. *Contractor's Obligations*. Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination Contractor will stop work to the extent specified. Contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The Agency Head or designee may direct Contractor to assign Contractor's right, title, and interest under terminated orders or subcontracts to the State. Contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

38. **Termination for Default.**

- a. *Default*. If Contractor refuses or fails to perform any of the 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 Agency Head or designee may notify 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 Agency Head or designee, such officer may terminate 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 Agency Head or designee may procure similar supplies or services in a manner and upon terms deemed appropriate by the Agency Head or designee. 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.
- b. *Contractor's Duties*. Notwithstanding termination of the contract and subject to any directions from the Chief Procurement Officer, Contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of Contractor in which the State has an interest.
- c. *Compensation*. Payment for completed services delivered and accepted by the State shall be at the contract price. The State may withhold from amounts due Contractor such sums as the Agency Head or designee deems to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders and to reimburse the State for the excess costs incurred in procuring similar goods and services.
- d. *Excuse for Nonperformance or Delayed Performance*. Except with respect to defaults of subcontractors, 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 Contractor to make progress in the prosecution of the work hereunder which endangers such performance) if Contractor has notified the Agency Head 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, 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 Contractor to meet the contract requirements. Upon request of Contractor, the Agency Head 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, 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 the State under the clause entitled (in fixed-price contracts, "Termination for Convenience," in cost-reimbursement contracts, "Termination"). (As used in this Paragraph of this clause, the term "subcontractor" means subcontractor at any tier).

- e. *Erroneous Termination for Default.* If, after notice of termination of 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) (Excuse for Nonperformance or Delayed Performance) of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the State, be the same as if the notice of termination had been issued pursuant to such clause.
 - f. *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.
39. **Termination upon Bankruptcy.** This contract may be terminated in whole or in part by the Mississippi State Department of Health upon written notice to Contractor, if Contractor should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by Contractor of an assignment for the benefit of its creditors. In the event of such termination, 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.
 40. **Third Party Action Notification.** Contractor shall give the customer prompt notice in writing of any action or suit filed, and prompt notice of any claim made against Contractor by any entity that may result in litigation related in any way to this agreement.
 41. **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.
 42. **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 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.

43. Unsatisfactory Work. If, at any time during the contract term, the service performed or work done by Contractor is considered by MSDH 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 MSDH, immediately correct such deficient service or work. In the event Contractor fails, after notice, to correct the deficient service or work immediately, MSDH shall have the right to order the correction of the deficiency by separate contract or with its own resources at the expense of Contractor.
44. 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.

ATTACHMENT B: ACKNOWLEDGEMENTS AND SPECIAL TERMS

The following acknowledgements and conditions shall be made a part of this agreement:

CONFLICT OF INTEREST. To the best of his or her knowledge, Contractor certifies that no MSDH employee, or spouse, parent or child of an MSDH employee, serves as a member of its governing body, project staff or has an ownership or pecuniary interest in the Contractor. Contractor agrees that should this condition change during the period of this contract, Contractor shall notify MSDH within 30 days. Notification should be sent by certified mail to the following:

Mississippi State Department of Health
Attention: MSDH Legal Department
Post Office Box 1700
Jackson, Mississippi 39215-1700

Furthermore, Contractor represents, to the best of his or her knowledge and belief, that this contract does not present the Contractor with a conflict of interest with respect to any past, current, or potential contract or employment such that the Contractor would be unable to perform impartially and without bias.

DEBARMENT AND SUSPENSION. Contractor certifies to the best of its knowledge and belief, that it:

1. is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency or any political subdivision or agency of the State of Mississippi;
2. has not, within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction;
3. has not, within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against it for a violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
4. is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in paragraphs two (2) and (3) of this certification; and,
5. has not, within a three-year period preceding this proposal, had one or more public transactions (federal, state, or local) terminated for cause or default.

REPRESENTATION REGARDING CONTINGENT FEES. 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 Contractor's bid or proposal.

REPRESENTATION REGARDING GRATUITIES. 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 Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations*.

[Insert any additional terms and conditions that might apply to this agreement.]

ATTACHMENT C: SERVICES AND COMPENSATION

SCOPE OF SERVICES

In fulfillment of the purposes of this Agreement, the Contractor shall provide MSDH with the professional [service type (janitorial, consulting, etc.)] services detailed below. Services shall include, but are not limited to, the following:

[Insert a description of services being as detailed as possible. Include location where services are to be rendered, frequency of performance, specific tasks or duties, etc.]

COMPENSATION

In furtherance of the performance of the services referenced above, MSDH agrees to compensate the Contractor the estimated amount of \$XX,XXX.XX. Contractor agrees to ensure the funds subject to this Agreement are used in accordance with any applicable conditions, requirements and restrictions of federal, state and local laws.

Rates and purchases under this Agreement are as follows:

[Insert rates or amount details. Use charts or tables if necessary or easier.]

The Contractor shall invoice MSDH monthly as needed. The final invoice to MSDH shall be sent within thirty (30) days after the Agreement ending date. The invoice should have appropriate documentation substantiating actual expenses. MSDH will pay all invoices within forty-five (45) days following the approval of the same. All invoices should be submitted to the following:

[Name], [Title]
Mississippi State Department of Health
[Post Office Box XXXX]
[City], Mississippi [Zip Code]
[email@msdh.ms.gov]

It is expressly understood and agreed that, while the amount noted above is based on an estimated budget and may be subject to change, in no event will the total compensation to be paid hereunder exceed the specified amount of \$XX,XXX.XX.

[The final contract document may include terms and/or conditions in addition to those provided in this template.]