



**John Davis**  
**Executive Director**

**REQUEST FOR QUALIFICATIONS**

To Provide: Accounting Services

RFQ# 3140001171

Issue Date: November 21, 2017

**CLOSING LOCATION**

Mississippi Department of Human Services  
750 North State Street  
Jackson, Mississippi 39202

**REQUEST FOR QUALIFICATIONS COORDINATOR**

Name: Elizabeth Rocquin, Esq.  
Telephone: (601) 359-4388  
E-Mail: [elizabeth.rocquin@mdhs.ms.gov](mailto:elizabeth.rocquin@mdhs.ms.gov)

**CLOSING DATE AND TIME**

Qualifications must be received by December 15, 2017, at 10:00 a.m. (CST)

## SECTION 1

### 1.1 Qualifications Acceptance Period

The original and four (4) copies of the Statement of Qualifications (SOQ), five (5) copies total, shall be signed and submitted in a sealed envelope or package mailed or hand-delivered to Elizabeth Rocquin, Esq., or her designee, at the Mississippi Department of Human Services (MDHS), 750 North State Street, Jackson, MS 39202 no later than 10:00 a.m. (CST) on December 15, 2017. Timely submission is the responsibility of the Respondent. SOQs received after the specified time shall be rejected and returned to the Respondent unopened. The envelope or package shall be marked with the Request for Qualifications (RFQ) opening date and time, and the RFQ Number. The time and date of receipt shall be indicated on the envelope or package by MDHS. Each and every page of the SOQ and all attachments shall be identified by the Respondent with the name of the Respondent in the upper right-hand corner of each page. Any page of the SOQ considered, by the Respondent, to contain trade secrets or other confidential commercial/financial information should be clearly marked in the upper right-hand corner with the word "CONFIDENTIAL." (See Attachment G.) Modifications, additions, and/or exceptions to any portion of the RFQ may be cause for rejection of the SOQ. The MDHS reserves the right to decide, on a case-by-case basis, whether to reject a SOQ with modifications, additions, and/or exceptions as non-responsive. As a precondition to SOQ acceptance, the MDHS may request the Respondent to withdraw or modify those portions of the SOQ deemed non-responsive that do not affect quality, quantity, price, or delivery of the service.

**MDHS has the right to reject any and all SOQs during any step of the procurement or awarding process (even after negotiations have begun).**

#### 1.1.1 Timeline (Please note that all times are in Central Standard Time.)

<b>Task</b>	<b>Date</b>
Advertisement Dates for RFQ	November 21, 2017; November 28, 2017
Receive Questions for Clarification Deadline	December 5, 2017 at 12:00 p.m.
Questions and Answers Posted on website at <a href="http://www.mdhs.ms.gov">www.mdhs.ms.gov</a>	December 6, 2017 by 5:00 p.m.
Deadline to Submit Qualification Packet	December 15, 2017 at 10:00 a.m.
Award of Contract	December 18, 2017
Proposed Period of Performance	Approximately December 29, 2017 to December 28, 2018

**Note: MDHS has the right to adjust this timeline as deemed necessary by the Agency.**

#### 1.1.2 Late Submissions

An SOQ received at the place designated in the solicitation for receipt of statements of qualifications after the exact time specified for receipt will not be considered,

unless it is the only SOQ received, or it is received before award is made and was sent by registered or certified mail not later than the fifth (5<sup>th</sup>) calendar day before the date specified for receipt of SOQs. For any other exception, it must be determined by the MDHS that the late receipt was due solely to mishandling by the MDHS after receipt at the specified address.

The only acceptable evidence to establish the date of mailing of a late SOQ is the U.S. Postal Service postmark on the wrapper or on the original receipt from the U.S. Postal Service. If the postmark does not show a legible date, the contents of the envelope or package shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression, exclusive of a postage meter impression, that is readily identifiable without further action as having been supplied and affixed by the U.S. Postal Service on the date of mailing. Respondents should request postal clerks to place a hand cancellation postmark (often called a bull's eye) on both the receipt and the envelope or wrapper.

The only acceptable evidence to establish the time of receipt of the SOQ by MDHS is the time and date stamp of that office on the SOQ wrapper or other documentary evidence of receipt used by that office.

## **1.2 Expenses Incurred in Preparing Statement of Qualifications**

The MDHS accepts no responsibility for any expense incurred by the Respondent in the preparation and presentation of an SOQ. Such expenses shall be borne exclusively by the Respondent.

## **1.3 Registration with Mississippi Secretary of State**

By submitting an SOQ, the Respondent certifies that it is registered to do business in the State of Mississippi as prescribed by the Mississippi Secretary of State or, if not already registered, that it will do so within seven (7) business days of being offered an award. Sole proprietors are not required to register with the Mississippi Secretary of State.

## **1.4 Debarment**

By submitting an SOQ, the Respondent certifies that it is not currently debarred from submitting SOQs for contracts issued by any political subdivision or agency of the State of Mississippi or Federal government, and that it is not an agent of a person or entity that is currently debarred from submitting SOQs for contracts issued by any political subdivision or agency of the State of Mississippi. The Respondent also certifies that, if awarded, it will ensure any person or entity partnered with in accordance with the resulting contract is not currently debarred from submitting SOQs for contracts issued by any political subdivision or agency of the State of Mississippi or Federal government. The Respondent shall submit a completed MDHS Debarment Verification Form, attached to this RFQ as Attachment B. Attachment B shall be received by MDHS, in the SOQ packet submitted by the Respondent, no later than 10:00 a.m. (CST) on December 15, 2017. MDHS reserves the right to deem any SOQ packet not containing an executed MDHS Debarment Verification Form as non-responsive to the RFQ.

### 1.5 Additional Information

Questions about the contract or technical portions of the RFQ must be submitted, in writing, to Elizabeth Rocquin, Esq., at [elizabeth.rocquin@mdhs.ms.gov](mailto:elizabeth.rocquin@mdhs.ms.gov), no later than December 5, 2017 at 12:00 p.m. (CST). Respondents are cautioned that any statements made by contact persons that cause a material change to any portion of this RFQ shall not be relied upon unless subsequently ratified by a formal written amendment to the RFQ.

### 1.6 Acknowledgement of Amendment(s)

Should an amendment to the RFQ be issued, it will be posted on the MDHS website ([www.mdhs.ms.gov](http://www.mdhs.ms.gov)) in a manner that all Respondents will be able to view. Further, Respondents must acknowledge receipt of any and all Amendments, including Questions and Answers, as posted on the website, by signing and returning the Acknowledgement of Amendments Form, attached to this RFQ as Attachment H. In the space provided on the form, the Respondent shall make a separate notation for each Amendment received, in addition to the listing of Questions and Answers, if applicable. Attachment H shall be received by MDHS, in the SOQ packet submitted by the Respondent, no later than December 15, 2017 at 10:00 a.m. It is the Respondent's sole responsibility to monitor the website for Amendments, Questions and Answers, to the RFQ posted by MDHS. MDHS reserves the right to deem any SOQ packet not containing an executed Acknowledgement of Amendments Form, acknowledging any and all Amendments, including Questions and Answers, as non-responsive to the RFQ.

### 1.7 Type of Contract

Compensation for services will be in the form of a Firm Fixed-Price Contract.

### 1.8 Written Statement of Qualifications

All statements of qualifications (SOQs) shall be in writing. (See Section 4.5.2, Submission Format.)

## SECTION 2

### 2.1 Compensation for Services

The compensation for services will be as follows:

<u>Position</u>	<u>Hourly Rates</u>
Project Manager	\$200
Licensed Staff	\$175
Senior Accountant	\$145
Other Staff	\$100

### 2.2 Purpose

The MDHS is seeking to establish one (1) contract with a licensed Certified Public Accounting (CPA) Firm for accounting services at MDHS State Office located at 750 North State Street, Jackson, Mississippi 39202. The contract resulting from this RFQ will be for the most qualified Respondent to work with the MDHS as an Independent Contractor. These services are needed to assist MDHS with financial matters, including,

but not limited to, consulting services and Generally Accepted Accounting Principles (GAAP) Packet preparation. It is understood that any contract resulting from RFQ# 3140001171 requires approval by the MDHS. If any contract resulting from RFQ# 3140001171 is not approved by the MDHS, it is void, and no payment shall be made.

### **2.3 Scope of Services**

MDHS is seeking a qualified and experienced CPA Firm to assist with GAAP Packet preparation, as well as to consult for financial and accounting advice. The most qualified CPA Firm shall appoint a Certified Public Accountant (CPA) to act as the Project Manager and lead contact for the resulting contract. Such Project Manager shall be responsible for managing staff and meeting project goals and objectives within the budget and deadlines set by Agency personnel.

The CPA Firm shall assist with a variety of objectives of the Agency, providing technical knowledge and experience, regulatory and standard setting experience, and project management abilities to enhance and improve current Agency accounting practices. The CPA Firm shall work on a wide range of projects and transactions, as directed by Agency personnel. The CPA Firm shall have extensive knowledge of and experience with Mississippi's Accounting System, Mississippi Accountability System for Government Information and Collaboration (MAGIC).

The CPA Firm shall assist the Agency with consultation regarding compliance with government standards, as well as adherence to new and revised accounting industry standards.

Such expert services to be performed by the most qualified CPA Firm include, but are not limited to, the following examples:

- GAAP Packet Preparation – GAAP Packet(s) shall be prepared as needed for the Agency pursuant to instructions from the DFA and/or Agency personnel.
  - GAAP Packet(s) shall be timely filed by the deadlines established by the DFA and/or Agency personnel for any calendar year in which the contract is in place.
  - The CPA Firm shall prepare GAAP Packet(s) for any calendar year in which the contract is in place, as directed by Agency personnel.
  - The CPA Firm shall provide a CPA to act as the certifying official of the GAAP Packets, if necessary.
  - The CPA Firm shall assist, as necessary, after the final submission of the GAAP Packet(s) to resolve any issues or questions that may arise regarding the contents or preparation of the GAAP Packet(s).
- Consulting Services – Accounting-related consulting services shall be provided to the Agency on an as-needed basis, as directed by Agency personnel.
  - The CPA Firm shall assist, as necessary, with internal and external audits and the reporting of financial statements.

- The CPA Firm shall assist in resolving budgetary and contractual financial issues or questions, as directed by Agency personnel.
- The CPA Firm shall immediately report to the MDHS Chief Financial Officer (CFO) any material misstatements, noncompliance, abuse, or other concerns found while under this contract that warrant the attention of those in governance, and shall work with Agency personnel to develop corrective plans and measures to resolve any such issues that may arise.
- The CPA Firm will have accountants available to work with Agency personnel, as necessary.
- The CPA Firm will assist in drafting complex financial disclosures and preparing financial presentations, as directed by Agency personnel.
- The CPA Firm shall work with the Agency to review and evaluate the current cost allocation system and consult with the Agency to develop plans and measures to update the system in place. The CPA Firm shall provide expertise in changing from a manual cost allocation system to an automated cost allocation system.
- The CPA Firm shall review and evaluate the Agency's current internal controls and make recommendations for changes and updates, as needed.

## **2.4 Term**

The anticipated term of the contract shall be for a period of one (1) year, beginning on December 29, 2017, (or after all parties have signed, whichever is later), and ending on December 28, 2018. Upon written agreement of both parties at least thirty (30) days prior to each contract anniversary date, the contract may be renewed by the MDHS for a period of four (4) successive, one-year period(s), under the same prices, terms, and conditions as in the original contract, and subject to approval by the MDHS. The total number of renewal years permitted shall not exceed four (4). Renewal years are subject to the needs of the MDHS, as well as the availability and appropriation of funds. The Procurement Officer shall notify the contractor, on a timely basis, that funds are or are not available for the continuation of the contract for each succeeding fiscal period. However, this does not affect either the State's rights or the contractor's rights under any termination clause in the contract. The prices for compensation of services shall remain the same throughout the life of the contract.

## **SECTION 3**

### **3.1 Insurance**

The successful vendor shall maintain at least the minimum level of workers' compensation insurance, comprehensive general liability or professional liability insurance, with minimum limits of \$1,000,000.00 per occurrence and fidelity bond insurance with minimum limits of \$1,000,000.00. All workers' compensation, comprehensive general liability, professional liability, and fidelity bond insurance will provide coverage to the MDHS as an additional insured. The MDHS reserves the right to request certificates of insurance regarding the required coverage from the insurance carrier(s). Insurance carriers must be licensed or hold a Certificate of Authority from the Mississippi Department of Insurance. The vendor shall be prepared to provide evidence of required insurance, upon

request by the MDHS, at any point during the contract period and should consult with legal counsel regarding its obligations.

## **SECTION 4**

### **4.1 Written Statements of Qualifications Shall Contain the Following Minimum Information**

- 1) The name of the Respondent, the location of the Respondent's principal place of business and, if different, the place of performance of the proposed contract;
- 2) The age of the Respondent's business and average number of employees over a previous period of time;
- 3) The qualifications, including licenses, certifications, education, skills, and experience of all persons who would be assigned to provide the required services; and,
- 4) A listing of other contracts under which services similar in scope, size, or discipline to the required services were performed or undertaken within a previous period of time, as specified in the Request for Qualifications.

### **4.2 Minimum Qualifications**

The most qualified Respondent shall be registered with the Mississippi Secretary of State, if applicable (see §1.3 of this document). The Respondent shall have on file with MDHS a valid MDHS Debarment Verification Form, attached as Attachment B. The Respondent shall have demonstrated experience with state governmental agency accounting practices, including, but not limited to GAAP Packet preparation and consulting services. The Respondent's SOQ must detail the number of years of GAAP Packet preparation, as well as the agency or agencies served in this capacity. The Respondent must have technical experience with MAGIC, the State's accounting system. The most qualified Respondent shall demonstrate a successful past record of performance in these areas.

The Respondent shall have the capacity and capability to ensure that all projects related to this contract are completed within given timeframes and as directed by Agency personnel. The Respondent must be able to work with MDHS Agency personnel to meet given schedules and deadlines in an efficient manner, while paying close attention to detail.

All persons anticipated to work on this project in accordance with this contract, if awarded, must submit a current resume with the RFQ packet. In addition, all persons working on this project must sign and have on file with MDHS a MDHS Confidentiality and Non-Disclosure Agreement (See Attachment L.) All persons working on this project shall fall into one of the following categories and have the listed qualifications:

- The Project Manager must hold a valid Mississippi CPA license and demonstrate a minimum of three (3) years of experience as a CPA, with at least one (1) year of GAAP Packet preparation and MAGIC experience.



- All Licensed Staff must hold a valid Mississippi CPA license.
- All Senior Accountants must have at least a Bachelor's Degree in Accounting, Finance, or another related field.
- All Other Staff must be approved and verified by the CPA Firm.

Each Respondent must furnish a listing of **at least** three (3) accounting references (at least one (1) shall be a state agency, entity, etc.) along with the contact person, address, and phone number for each. These references must be familiar with the Respondent's abilities in the areas involved with this solicitation. The MDHS may use these references to determine the Respondent's ability to perform the services. It is the responsibility of the Respondent to ensure that each reference's contact information is correct and current. **The MDHS must be able to reach two references for the Respondent within two (2) business days of the submission deadline to be considered responsive.** Respondents may submit as many references as desired. If MDHS determines a need to contact references, the MDHS will begin contacting references at the top of the list and will continue down the list, as necessary.

Respondents must be both responsive and responsible for its SOQ to be considered by MDHS for evaluation and/or award.

#### **4.2.1 Responsive Respondent**

Respondent must submit a SOQ which conforms in all material respects to this RFQ# 3140001171 as determined by MDHS.

#### **4.2.2 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 MDHS.

#### **4.3 Nonconforming Terms and Conditions**

An SOQ that includes terms and conditions that do not conform to the terms and conditions of RFQ# 3140001171 is subject to rejection as non-responsive. The MDHS reserves the right to permit the Respondent to withdraw non-conforming terms and conditions from its SOQ response prior to a determination by the MDHS of non-responsiveness based on the submission of non-conforming terms and conditions.

#### **4.4 Conditioning Statement of Qualifications Upon Other Awards**

Any SOQ which is conditioned upon receiving award of both the particular contract being solicited and another Mississippi contract shall be deemed non-responsive and not acceptable.



## 4.5 Evaluation Procedure

### 4.5.1 Evaluation Factors

Responsive Respondents will be evaluated based on the combined qualifications and experiences, as detailed in the submitted SOQ (See Sections 4.1 and 4.2 for more information). References may be contacted to verify the extent and quality of the relevant experience.

Responsive Respondents will be evaluated as follows:

Evaluation Factor	Percentage
Expertise Consulting with State Agencies Regarding Accounting Services	40%
General Accounting Experience	10%
Experience of Employees Assigned to this Project	20%
Experience with GAAP Packet Preparation	30%

### 4.5.2 Submission Format

The SOQ must be sealed and labeled per the instructions on the Statement of Qualifications Cover Sheet (See Attachment A). The SOQ Packet shall include, at a minimum, the following documents, signed, completed, and ordered as listed below:

- ☐ Statement of Qualifications Cover Sheet (Attachment A)
- ☐ Statement of Qualifications (Prepared by Respondent, per Sections 4.1 and 4.2)
- ☐ Request for Qualifications Document (signed on p. 11)
- ☐ Debarment Verification Form (Attachment B)
- ☐ Statement of Qualifications Legal Questionnaire (Attachment C)
- ☐ Certifications and Assurances (Attachment D)
- ☐ References (Attachment E)
- ☐ Proprietary Information Form (Attachment G)
- ☐ Acknowledgement of Amendments Form (Attachment H)
- ☐ Request for Qualifications Exception Summary (Attachment K)
- ☐ Personnel Documentation (Resume(s), Curricula Vitae, etc.)
- ☐ Copies of applicable Certification(s), Licensure(s), and Diploma(s)
- ☐ Mississippi Secretary of State Registration, if applicable
- ☐ E-Verify Information, if applicable
- ☐ Insurance Documentation, if applicable

#### **4.6 Award**

The contract will be awarded by written notice, according to the given Timeline, to the highest ranked Respondent whose SOQ meets the requirements and criteria set forth in this RFQ.

##### **4.6.1 Notification**

All participating vendors will be notified of the MDHS's intent to award a contract. MDHS will identify the selected vendor, and notice of the award is also made available to the public. The award of a contract does not mean that the other SOQs submitted lacked merit; but with all factors considered, the selected SOQ was deemed to provide the best value or be the most advantageous to the State of Mississippi.

### **SECTION 5**

#### **5.1 Post-Award Vendor Debriefing**

A Respondent, successful or unsuccessful, may request a post-award debriefing, in writing, by U.S. mail or electronic submission. The written request must be received by the MDHS Executive Director within three (3) business days of notification of the contract award. A post-award debriefing is a meeting and not a hearing; therefore, legal representation is not required. A debriefing typically occurs within five (5) business days of receipt of the request. If a Respondent prefers to have legal representation present, the Respondent must notify the MDHS Executive Director in writing and identify its attorney by name, address, and telephone number. The MDHS 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.

For additional information regarding Post-Award Debriefing, as well as the information that may be provided and excluded, please see Section 7-114 through 7-114.07, Post-Award Vendor Debriefing, of the *Personal Service Contract Review Board's Rules and Regulations*.

#### **5.2 Protest of Award**

Any actual or prospective Respondent or contractor, who is aggrieved in connection with this solicitation or the outcome of the RFQ, may file a protest with the Request for Qualifications Coordinator, Elizabeth Rocquin, Esq. The protest shall be submitted within ten (10) calendar days, in writing, after such aggrieved person or entity knows or should have known of the facts giving rise thereto. All protests must be in writing, dated, signed by the Respondent or an individual authorized to sign contracts on behalf of the protesting Respondent, and contain a statement of the reason(s) for protest, citing the law(s), rule(s) or regulation(s), and/or procedure(s) on which the protest is based. The written protest letter shall contain an explanation of the specific basis for the protest. The protesting Respondent must provide facts and evidence to support the protest. A protest is considered filed when received by the Request for Qualifications Coordinator, Elizabeth Rocquin, Esq., via either

U.S. mail, postage prepaid, or personal delivery. Protests filed after ten (10) calendar days will not be considered.

**5.3 Required Contract Terms and Conditions**

Any contract entered into between a Contracting Agency and a vendor/Respondent shall include the required clauses found in **Attachment I** and those required by the *Personal Service Contract Review Board's Rules and Regulations* as updated.

**5.4 Optional Contract Terms and Conditions**

Any contract entered into between a Contracting Agency and a vendor/Respondent may have, at the discretion of the Contracting Agency, the optional clauses found in **Attachment J** and those within the *Personal Service Contract Review Board's Rules and Regulations* as updated.

**5.5 Mississippi Contract/Procurement Opportunity Search Portal**

This RFQ, and all amendments, questions, and answers concerning this RFQ, are posted on the Contract/Procurement Opportunity Search Portal on the Mississippi Department of Finance and Administration (DFA) website.

**5.6 Attachments**

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

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

1. That he/she has thoroughly read and understands this Request for Qualifications, RFQ# 3140001171, and the attachments herein;
2. That the Respondent meets all requirements and acknowledges all certifications contained in this Request for Qualifications, RFQ# 3140001171, and the attachments herein;
3. That the company agrees to all provisions of this Request for Qualifications, RFQ# 3140001171, and the attachments herein;
4. That the company has, or will secure, at its own expense, applicable personnel who shall be qualified to perform the duties required to be performed under this Request for Qualifications.

---

Signature of Authorized Official  
(No stamped signature)

---

Date

---

Printed Name of Authorized Official

**ATTACHMENT A**

**STATEMENT OF QUALIFICATIONS COVER SHEET**

The Mississippi Department of Human Services (hereinafter "MDHS," "Agency" or "State") is soliciting applications from qualified and experienced CPA Firms to provide accounting services for MDHS. The firm will perform services as outlined in RFQ# 3140001171.

Applications are to be submitted as listed below, on or before December 15, 2017, at 10:00 a.m. (CST)

PLEASE LABEL YOUR PACKET AS FOLLOWS:

Mississippi Department of Human Services  
Attention: Elizabeth Rocquin, Esq.  
750 North State Street, Office 419  
Jackson, Mississippi 39202  
Request for Qualifications for Accounting Services  
RFQ# 3140001171  
Deadline to Submit Qualification Packet: December 15, 2017, at 10:00 a.m. (CST)  
**SEALED APPLICATION PACKAGE – DO NOT OPEN**

Company Name: \_\_\_\_\_

Contact Person/Authorized Official: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_

Alternate Telephone: \_\_\_\_\_

Fax Number: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

\_\_\_\_\_  
Signature of Authorized Official  
(No stamped signature)

\_\_\_\_\_  
Date

**ATTACHMENT B**

**DEBARMENT VERIFICATION FORM**

**Please Print/Type Clearly in Blue Ink**

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

**Federal Debarment Certification:**

By signing below, I hereby certify that \_\_\_\_\_ is not on the list  
*(Subgrantee's Name/Contractor's Name)*  
 for federal debarment on [www.sam.gov](http://www.sam.gov) –System for Award Management.

**State of Mississippi Debarment Certification:**

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

**Partnership Debarment Certification:**

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

\_\_\_\_\_  
 Signature of Authorized Official  
*(No stamped signature)*

\_\_\_\_\_  
 Date

## ATTACHMENT C

### STATEMENT OF QUALIFICATIONS LEGAL QUESTIONNAIRE

**Please answer the following questions regarding your firm and employees (attach additional pages if necessary):**

Please provide the physical location and mailing address of your company's home office, principal place of business, and place of incorporation.

---

---

---

Has your firm or its partners ever been involved in any litigation concerning its business or accounting practices? If yes, please explain. List each incident separately, and state the year(s) involved in the litigation, a summary of the litigation, and the outcome/resolution.

---

---

---

Is your firm currently for sale or otherwise involved in any transaction to expand or to become acquired by another business entity? If yes, please discuss the impact both in organizational and directional terms.

---

---

---

Does your firm have any information on relationship and/or activities that might present a conflict of interest to the State?

---

---

---

Is your firm licensed and/or certified to provide all of the services as requested, according to any and all applicable federal and state law(s)?

---

---

---

Has your company had any prior experience providing these services for any State of Mississippi agencies? If yes, please list the agencies and make sure all state agency contacts are listed on the References Form (Attachment E).

---

---

---

Do you have any additional information which you feel would be of assistance in evaluating your firm's ability to provide the requested services?

---

---

---

\_\_\_\_\_  
Signature of Authorized Official  
(No stamped signature)

\_\_\_\_\_  
Date

## ATTACHMENT D

### CERTIFICATIONS AND ASSURANCES

I/We make the following certifications and assurances as a required element of the offer to which it is attached, with the understanding that the truthfulness of the facts affirmed here and the continued compliance with these requirements are conditions precedent to the award or continuation of the related contract(s) by circling the applicable word or words in each paragraph below:

**1. REPRESENTATION REGARDING CONTINGENT FEES**

Contractor represents that it **has/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 statement of qualifications.

**2. REPRESENTATION REGARDING GRATUITIES**

Contractor represents that it **has/has not** violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 6-204 (Gratuities) of the Mississippi Personal Service Contract Review Board Rules and Regulations.

**3. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION**

Contractor certifies that the prices submitted in response to the solicitation **have/have not** been arrived at independently and without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Respondent or competitor relating to those prices, the intention to submit a statement of qualifications, or the methods or factors used to calculate price.

**4. PROSPECTIVE CONTRACTOR'S REPRESENTATION REGARDING CONTINGENT FEES**

The prospective Contractor represents as a part of such Contractor's statement of qualifications that such Contractor **has/has not** retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract.

**Name/Title:** \_\_\_\_\_

**Signature/Date:** \_\_\_\_\_  
(No stamped signature)

**Note:** Please be sure to **circle the applicable word or words** provided above. Failure to circle the applicable word or words and/or to sign the statement of qualifications form may result in the statement of qualifications being rejected as nonresponsive. **Modifications or additions to any portion of this statement of qualifications document may be cause for rejection of the statement of qualifications.**



**ATTACHMENT E**

**REFERENCES**

**REFERENCE 1**

Name of Company: \_\_\_\_\_  
Dates of Service: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Cell Number: \_\_\_\_\_  
E-mail: \_\_\_\_\_  
Alternative Contact Person (optional): \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Cell Number: \_\_\_\_\_  
E-mail: \_\_\_\_\_

**REFERENCE 2**

Name of Company: \_\_\_\_\_  
Dates of Service: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Cell Number: \_\_\_\_\_  
E-mail: \_\_\_\_\_  
Alternative Contact Person (optional): \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Cell Number: \_\_\_\_\_  
E-mail: \_\_\_\_\_

**REFERENCE 3**

Name of Company: \_\_\_\_\_  
Dates of Service: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Cell Number: \_\_\_\_\_  
E-mail: \_\_\_\_\_  
Alternative Contact Person (optional): \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Cell Number: \_\_\_\_\_  
E-mail: \_\_\_\_\_

**Firm may submit as many references as desired by submitting as many additional copies of this form, as deemed necessary. References will be contacted in order listed, as necessary. MDHS must be able to contact two (2) references within two (2) business days of deadline submission date to be considered responsive.**

## ATTACHMENT F

### REFERENCE SHEET

**\*\*TO BE COMPLETED BY MDHS STAFF ONLY\*\***

Name of Firm: \_\_\_\_\_

Reference Name: \_\_\_\_\_

Person Contacted, Title/Position: \_\_\_\_\_

Date/Time Contacted: \_\_\_\_\_

Contacted By: \_\_\_\_\_ Position: \_\_\_\_\_

Services From/To Dates: \_\_\_\_\_

Satisfied with services provided? \_\_\_\_\_ If no, please explain. \_\_\_\_\_

Questions	Response (Circle One)
Is the firm easy to work with?	Yes No N/A
Was the firm available to work when needed?	Yes No N/A
Did the firm complete projects/tasks in a timely manner?	Yes No N/A
Did the firm listen when you had an issue and readily offer a solution?	Yes No N/A
Would you consider working with the firm again?	Yes No N/A
Would you recommend the firm?	Yes No N/A
Did the firm assist with internal and external audits and the reporting of financial statements/documents?	Yes No N/A
Did the firm assist in resolving budgetary and contractual financial issues or questions?	Yes No N/A
Did the firm prepare and submit GAAP Packet with minimal errors?	Yes No N/A
Did the firm immediately report material misstatements, noncompliance, abuse, or other concerns if recognized and assist with creating corrective action plans to resolve any issues?	Yes No N/A
Rate the firm's ability to utilize MAGIC on a 1-5 scale (1=POOR; 5=EXCELLENT)	

Do you have any business, professional or personal interest in the firm's organization? \_\_\_\_\_

If yes, please explain. \_\_\_\_\_

Notes: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## ATTACHMENT G

### PROPRIETARY INFORMATION FORM

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

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

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

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

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

---

Signature of Authorized Official/ Title  
(No stamped signature)

---

Date

---

Name of Organization

**ATTACHMENT H**

**ACKNOWLEDGEMENT OF AMENDMENTS**

I, \_\_\_\_\_, acknowledge RFQ# 3140001171 has been amended on

\_\_\_\_\_  
*Authorized Official's Name* *Date(s)*  
to include the following (**list separately**):

---

---

---

---

---

---

---

---

I, \_\_\_\_\_, understand that SOQs will **only** be accepted from firms  
*Authorized Official's Name*  
that submit this acknowledgement form acknowledging each and every Amendment, separately.

\_\_\_\_\_  
Name of Company

\_\_\_\_\_  
Authorized Official's Typed Name/Title

\_\_\_\_\_  
Signature of Authorized Official  
(No stamped signature)

\_\_\_\_\_  
Date

Should amendments to this RFQ be issued, it will be posted on the MDHS website (www.mdhs.ms.gov) in a manner that all Respondents will be able to view. Respondents must acknowledge receipt of any and all amendments to the RFQ by signing and returning the amendment with the SOQ, by identifying the amendment number and date in the space provided for this purpose on this form. The acknowledgment should be received by MDHS by the time and at the place specified for the Deadline to Submit SOQ Packet. It is the Respondent's sole responsibility to monitor the website for amendments to this RFQ.

## ATTACHMENT I

### REQUIRED CLAUSES FOR SERVICE CONTRACTS RESULTING FROM THIS RFQ

1. 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.
2. Availability of Funds. It is expressly understood and agreed that the obligation of the Agency to proceed under this agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the Agency, the Agency shall have the right upon ten (10) working days written notice to Contractor, to terminate this agreement without damage, penalty, cost or expenses to the Agency of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.
3. Compliance with Laws. Contractor understands that the Agency 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.
4. 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 § 31-7-305.
5. 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; or
- 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.

6. 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.
7. Procurement Regulations. The contract shall be governed by the applicable provisions of the *Mississippi Personal Service Contract Review Board Rules and Regulations*, a copy of which is available at 210 East Capitol, Suite 800, Jackson, Mississippi 39201 for inspection, or downloadable at <http://www.mspb.ms.gov>.
8. 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 statement of qualifications.
9. 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 Personal Service Contract Review Board Rules and Regulations*.

10. Stop Work Order.

- a. *Order to Stop Work:* The 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 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 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.

11. 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.

12. 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 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". (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.
13. Termination Upon Bankruptcy. This contract may be terminated in whole or in part by the Agency 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.
  14. 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.
  15. 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.

## ATTACHMENT J

### OPTIONAL CLAUSES FOR USE IN SERVICE CONTRACTS RESULTING FROM THIS RFQ

1. 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.
2. Approval. It is understood that this contract requires approval by the Personal Service Contract Review Board. If this contract is not approved, it is void and no payment shall be made hereunder.
3. Attorney's 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.
4. 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.
5. Information Designated by Contractor as Confidential. Any disclosure of those materials, documents, data, and other information which Contractor has designated in writing as proprietary and confidential shall be subject to the provisions of Mississippi Code Annotated §§ 25-61-9 and 79-23-1. As provided in the contract, the personal or professional services to be 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.

Any liability resulting from the wrongful disclosure of confidential information on the part of Contractor or its subcontractor shall rest with Contractor. Disclosure of any confidential

information by Contractor or its subcontractor without the express written approval of the Agency shall result in the immediate termination of this agreement.

6. Confidentiality. Notwithstanding any provision to the contrary contained herein, it is recognized that the Agency 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 Agency pursuant to the agreement and designated by the Contractor in writing as trade secrets or other proprietary confidential information, the Agency shall follow the provisions of Mississippi Code Annotated §§ 25-61-9 and 79-23-1 before disclosing such information. The Agency shall not be liable to the Contractor for disclosure of information required by court order or required by law.
7. Contractor Personnel. The Agency shall, throughout the life of the contract, have the right of reasonable rejection and approval of staff or subcontractors assigned to the work by Contractor. If the Agency reasonably rejects staff or subcontractors, Contractor must provide replacement staff or subcontractors satisfactory to the Agency in a timely manner and at no additional cost to the Agency. The day-to-day supervision and control of Contractor's employees and subcontractors is the sole responsibility of Contractor.
8. 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 statement of qualifications, 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 statement of qualifications, 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 statement of qualifications, had one or more public transactions (federal, state, or local) terminated for cause or default.
9. 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.* Neither party to this agreement shall divulge confidential or otherwise protected information to a 3<sup>rd</sup> party of its own accord without the written agreement of both parties. Contractor agrees to maintain on file with the Agency an executed Confidentiality Agreement, which shall be signed as part of the resulting contract.

10. 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;
  - (3) is released by the disclosing party to any other person, firm, or entity (including governmental agencies or bureaus) without restriction;
  - (4) is independently developed by the recipient without any reliance on confidential information;
  - (5) is or later becomes part of the public domain or may be lawfully obtained by the State or Contractor from any nonparty; or,
  - (6) is disclosed with the disclosing party’s prior written consent
11. Errors in Extension. If the unit price and the extension price are at variance, the unit price shall prevail.
12. Failure to Deliver. In the event of failure of Contractor to deliver services in accordance with the contract terms and conditions, the Agency, 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 the Agency may have.
13. Failure to Enforce. Failure by the Agency 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 the Agency to enforce any provision at any time in accordance with its terms.
14. Final Payment. Upon satisfactory completion of the work performed under this contract, as a condition before final payment under this contract, or as a termination settlement under this contract, Contractor shall execute and deliver to the Agency a release of all claims against the State arising under, or by virtue of, the contract, except claims which are specifically exempted by Contractor to be set forth therein. Unless otherwise provided in this contract, by state law, or otherwise expressly agreed to by the parties in this contract, final payment under the contract or settlement upon termination of this contract shall not constitute waiver of the State’s claims against Contractor under this contract.

15. 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.
16. 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.
17. Indemnification. To the fullest extent allowed by law, Contractor shall indemnify, defend, save and hold harmless, protect, and exonerate the agency, its commissioners, board members, officers, employees, agents, and representatives, and the State of Mississippi from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever including, without limitation, court costs, investigative fees and expenses, and attorney’s fees, arising out of or caused by Contractor and/or its partners, principals, agents, employees and/or subcontractors in the performance of or failure to perform this agreement. In the State’s sole discretion, Contractor 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.
18. Independent Contractor Status. Contractor shall, at all times, be regarded as and shall be legally considered an independent contractor and shall at no time act as an agent for the State. Nothing contained herein shall be deemed or construed by the State, Contractor, or any third party as creating the relationship of principal and agent, master and servant, partners, joint ventures, employer and employee, or any similar such relationship between the State and Contractor. Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any acts of the State or Contractor hereunder creates, or shall be deemed to create a relationship other than the independent relationship of the State and Contractor. Contractor’s personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of the State. Neither Contractor nor its employees shall, under any circumstances, be considered servants, agents, or employees of the Agency, and the Agency shall be at no time legally responsible for any negligence or other wrongdoing by Contractor, its servants, agents, or employees. The Agency shall not withhold from the contract payments to Contractor any federal or state unemployment taxes,



federal or state income taxes, Social Security tax, or any other amounts for benefits to Contractor. Further, the Agency shall not provide to Contractor any insurance coverage or other benefits, including Worker's Compensation, normally provided by the State for its employees.

19. Integrated Agreement/Merger. This agreement, including all contract documents, represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations or agreements, irrespective of whether written or oral. This agreement may be altered, amended, or modified only by a written document executed by the State and Contractor. Contractor acknowledges that it has thoroughly read all contract documents and has had the opportunity to receive competent advice and counsel necessary for it to form a full and complete understanding of all rights and obligations herein. Accordingly, this agreement shall not be construed or interpreted in favor of or against the State or Contractor on the basis of draftsmanship or preparation hereof.
20. 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.
21. 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.
22. 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 the Agency:	For Contractor:
[Name, Title]	[Name, Title]
[Agency Name]	[Contractor Name]
[Address]	[Address]
[City, State, Zip]	[City, State, Zip]

23. Non-solicitation of Employees. Each party to this agreement agrees not to employ or to solicit for employment, directly or indirectly, any persons in the full-time or part-time employment of the other party until at least six (6) months after this agreement terminates unless mutually agreed to in writing by the State and Contractor.
24. Oral Statements. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this contract. All modifications to the contract must be made in writing by the Agency and agreed to by Contractor.



25. Ownership of Documents and Work Papers. The Agency 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 the Agency 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 the Agency and subject to any copyright protections.
26. Priority. The contract consists of this agreement with exhibits, the procurement RFQ [number] (hereinafter referred to as RFQ and attached as Schedule [ ]), and the statement of qualifications dated [date] by [CONTRACTOR NAME] (hereinafter referred to as Statement of Qualifications and attached as Schedule [ ]). Any ambiguities, conflicts or questions of interpretation of this contract shall be resolved by first, reference to this agreement with exhibits and, if still unresolved, by reference to the RFQ and, if still unresolved, by reference to the Statement of Qualifications. Omission of any term or obligation from this agreement or attached Schedules [ ] or [ ] shall not be deemed an omission from this contract if such term or obligation is provided for elsewhere in this contract.
27. Quality Control. Contractor shall institute and maintain throughout the contract period a properly documented quality control program designed to ensure that the services are provided at all times and in all respects in accordance with the contract. The program shall include providing daily supervision and conducting frequent inspections of Contractor's staff and ensuring that accurate records are maintained describing the disposition of all complaints. The records so created shall be open to inspection by the Agency.
28. Record Retention and Access to Records. Provided Contractor is given reasonable advance written notice and such inspection is made during normal business hours of Contractor, the State or any duly authorized representatives shall have unimpeded, prompt access to any of Contractor's books, documents, papers, and/or records which are maintained or produced as a result of the project for the purpose of making audits, examinations, excerpts, and transcriptions. All records related to this agreement shall be retained by Contractor for three (3) years after final payment is made under this agreement and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this project is commenced before the end of the three (3) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the three (3) year period, whichever is later.
29. Recovery of Money. Whenever, under the contract, any sum of money shall be recoverable from or payable by Contractor to the Agency, the same amount may be deducted from any sum due to Contractor under the contract or under any other contract between Contractor and the Agency. The rights of the Agency are in addition and without prejudice to any other right the Agency may have to claim the amount of any loss or damage suffered by the Agency on account of the acts or omissions of Contractor.

30. Right to Audit. Contractor shall maintain such financial records and other records as may be prescribed by the Agency or by applicable federal and state laws, rules, and regulations. Contractor shall retain these records for a period of three years after final payment, or until they are audited by the Agency, 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.
31. Right to Inspect Facility. The State may, at reasonable times, inspect the place of business of a Contractor or any subcontractor which is related to the performance of any contract awarded by the State.
32. 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.
33. 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.
34. 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.
35. Unsatisfactory Work. If, at any time during the contract term, the service performed or work done by Contractor is considered by the Agency to create a condition that threatens the health, safety, or welfare of the citizens and/or employees of the State of Mississippi, Contractor shall, on being notified by the Agency, immediately correct such deficient service or work. In the event Contractor fails, after notice, to correct the deficient service or work immediately, the Agency shall have the right to order the correction of the deficiency by separate contract or with its own resources at the expense of Contractor.
36. 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.

37. Requirements Contract. During the period of the contract, Contractor shall provide all the service described in the contract. Contractor understands and agrees that this is a requirements contract and that the Agency shall have no obligation to Contractor if no services are required. Any quantities that are included in the scope of work reflect the current expectations of the Agency for the period of the contract. The amount is only an estimate and Contractor understands and agrees that the Agency is under no obligation to Contractor to buy any amount of the services as a result of having provided this estimate or of having any typical or measurable requirement in the past. Contractor further understands and agrees that the Agency 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.

**ATTACHMENT K**

**REQUEST FOR QUALIFICATIONS**  
**RFQ# 3140001171**  
**EXCEPTION SUMMARY**

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

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

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

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

\_\_\_\_\_  
 Signature of Authorized Official  
 (No stamped signature)

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Name of Organization