

## **REQUEST FOR SEALED PROPOSALS**

RFP NO: 02.10.2016.427

TO PROVIDE: WASTE MANAGEMENT SERVICES

ISSUE DATE: 1/6/2016

### **CLOSING LOCATON**

Mississippi State Hospital – Building 93  
3550 Hwy 468 West/P.O. Box 1  
Whitfield, MS 39193

### **RFP COORDINATOR**

H.L. Lockhart/Purchasing Chief

Telephone: (601) 351-8056

Fax: (601) 351-8034

E-Mail: [Lockhhl@msh.state.ms.us](mailto:Lockhhl@msh.state.ms.us)

### **TECHNICAL CONTACT**

Milton Humphrey: (601) 351-8214

Email: [humphmi@msh.state.ms.us](mailto:humphmi@msh.state.ms.us)

### **CLOSING DATE AND TIME**

Initial Proposals must be received by 3:00 P.M. (CST) on 2/10/2016

Final Proposals, if required, must be received by 3:00 P.M. (CST) on 2/17/2016



# MISSISSIPPI STATE HOSPITAL

P.O. BOX 157-A, WHITFIELD, MS 39193

(601) 351-8000

WWW.MSH.STATE.MS.US

James G. Chastain, FACHE  
Director

## WASTE MANAGEMENT SERVICES

Mississippi State Hospital  
3550 Hwy 468 West/P.O. Box 1  
Whitfield, MS 39193  
January 6, 2016

### 1. General Information

- 1.1 In accordance with the rules and regulations of the Mississippi Personal Service Contract Review Board, a copy of which is available at 210 East Capitol Street – Suite 800, Jackson, Mississippi, 39201 for inspection or downloadable at [www.mspb.ms.gov](http://www.mspb.ms.gov). Mississippi State Hospital (MSH) will receive written sealed proposals for the waste management services described in the following specifications. Contractor shall understand that any eventual contract resulting from this Request For Proposals, shall be governed by the above referenced MPSCRB rules and regulations.
- 1.2 Written sealed **initial** proposals must be received not later than 3:00 P.M. (Central Time) on **February 10, 2016**. **Final** written and sealed proposals, if required, must be received not later than 3:00 P.M. (Central Time) **February 17, 2016**. Proposals will be opened in building 93, the Central Warehouse. Any proposal received after the time and date set for receipt of proposals is late. Any withdrawal or modification of a proposal received after the time and date set for opening of proposals at the place designated for opening is late. No late proposal, late modification, or late withdrawal will be considered unless receipt would have been timely but for the action of State Personnel directly serving Mississippi State Hospital. Bidders submitting late bids, which shall not be considered for award, shall be so notified as practicable.
- 1.3 The Request For Proposal (RFP) coordinator is as listed below and any questions concerning the RFP document or the RFP process should be submitted to him in writing:

H.L. Lockhart/Purchasing Chief  
3550 Hwy 468 West/P.O. Box 1  
Whitfield, MS 39193  
(601) 351-8056/Phone  
(601) 351-8034/Fax
- 1.4 Offerors shall contact the RFP Coordinator to set up an appointment for on-site visits. Every Offeror shall have the responsibility to inspect proposed work sites prior to submitting a proposal. Offerors planning to respond to the RFP must complete **Attachment – A and return it by February 2, 2016**.

*A FACILITY OF THE MISSISSIPPI DEPARTMENT OF MENTAL HEALTH*

*ACCREDITED BY THE JOINT COMMISSION ON ACCREDITATION OF HEALTHCARE ORGANIZATIONS*

- 1.5 If for any reason you cannot submit a proposal, it would be appreciated, for the record, if you would send us written notice stating reason for no proposal.
- 1.6 The term of the awarded contract shall be for a **three (3) year period** for the services as specified in the request for proposal. The estimated start date for this contract shall be **May 1, 2016** and final end date is projected to be **April 30, 2019**.
- 1.7 Tie Proposals. Low tie proposals shall be awarded as specified in paragraph 3-202.14 of the Mississippi Personal Services Contract Procurement Regulations.
- 1.8 Mistakes In Proposals. Mistakes in proposals submitted shall be determined and resolved as specified in paragraph 3-202.12 of the Mississippi Personal Services Contract Procurement Regulations.
- 1.9 Proposal Modification And Withdrawal. Proposals may be modified or withdrawn by written notice received in the MSH Purchasing Office prior to the time and date set for proposal opening.

## 2. Purpose/Background/Scope

### 2.1 Purpose

The Mississippi State Hospital seeks to contract with one vendor to provide professional waste management services, which comply with all applicable regulations to include federal, state, local, DOT and EPA, for the MSH main campus. The successful contractor shall expect to provide centralized compactor services along with construction dumpster service and residential curbside service for the MSH main campus.

### 2.2 Background.

- A. MSH is a large psychiatric hospital and is the largest facility operated by the Mississippi State Department of Mental Health. It is located about fifteen miles southeast of Jackson, Mississippi and directly south of the Jackson International Airport on County Road 468.
- B. MSH was completed in 1935. The hospital complex was built on the cottage plan and occupies 350 acres. It includes over 130 buildings including staff residences. Patients are housed in approximately 22 buildings on the MSH campus.
- C. MSH is licensed for 1329 beds. The hospital has an average daily census of 726 patients.

- D. All divisions of MSH are accredited by the Joint Commission (JC).
- E. The operational divisions of MSH are acute care, nursing home, child and adolescent psychiatric, and adult psychiatric.

### 2.3 Scope.

- A. The successful offeror will provide waste management services for all divisions of MSH.
- B. MSH is a large generator of general waste and moderate generator of construction wastes.
- C. Services will include collection, containment, transport, tracking and disposal of general wastes. Offeror will also be required to provide consulting services and training services for waste management.
- D. MSH has one centralized compactor pick up location and two construction dumpster pick up locations on the main campus. MSH also has 26 residential curbside pick up locations on the main campus.

### 2.4 Place of Performance.

Vendor shall provide services on the MSH main campus located in Whitfield, Mississippi.

### 2.5 Period of Performance.

Vendor shall provide required services for a period of 3 years beginning on approximately May 1, 2016 and ending approximately April 30, 2019.

## 3. Definitions

- 3.1 RFP - Request for proposal
- 3.2 Offeror - An individual or company that submits or intends to submit a proposal in response to this "Request for Proposal"
- 3.3 MSH/Hospital - Mississippi State Hospital
- 3.4 JC - Joint Commission
- 3.5 Must/Mandatory/Required - A requirement that must be met in order for a proposal to receive consideration
- 3.6 Contract - The written agreement resulting from this "Request for Proposal" executed by MSH and the contractor
- 3.7 Solicitation - The request for proposal or any part thereof.
- 3.8 Contractor - An individual or company with which a written agreement is executed.
- 3.9 DOT - Department of Transportation
- 3.10 EPA - Environmental Protection Agency

#### 4. Terms and Conditions

- 4.1 It is the intent of MSH to procure professional waste management services for the types and quantities listed in this request for proposal, however quantities may be increased or decreased accordingly if the needs of MSH require such a change. Contract awards shall be a requirement contract as defined by paragraph 3-501.05.3 of the Mississippi Personal Service Contract Procurement Regulations and therefore quantities of MSH Service requirements will be considered indefinite, no specific quantity of services are guaranteed.
- 4.2 Failure to examine any drawings, specifications, and instructions will be at offeror's risk. It shall be incumbent upon the offeror to understand the specifications. Any request for clarifications shall be in writing and shall be submitted to the MSH RFP Coordinator no later than 5:00 P.M. **February 5, 2016** for final questions.
- 4.3 If any questions or responses require revision to the solicitation as originally published, such revisions will be by formal amendment only. If the solicitation includes a contact person, offerors are cautioned that any oral or written representation made by this or any person that appear to change materially any portion of the solicitation shall not be relied upon unless subsequently ratified by a written amendment to this solicitation issued by the MSH RFP Coordinator. For determination as to whether any representation made requires that an amendment be issued, contact the RFP Coordinator.
- 4.4 It is the intent of the specifications to obtain a product and/or service that will adequately meet the needs of the user while promoting the greatest extent of competition that is practicable. It is the responsibility of the prospective offeror to notify Mississippi State Hospital if the specifications, terms or conditions are formulated in a manner that would unnecessarily restrict competition. Any protest or question concerning the request for proposal or proposal procedures must be received in the MSH RFP Coordinator not later than **February 5, 2016**.
- 4.5 The minimum specifications stated herein are used to set a standard and in no case are used with the intention to discriminate against any prospective offeror. Offerors should submit detailed descriptions, manufacturer names, models and literature of the product and services they propose to furnish.
- 4.6 Only one proposal, per line item, per offeror. This means that only a single proposal will be accepted from each offeror for each line item requested. Alternate proposals unless specifically requested will not be considered.
- 4.7 Prices proposed shall be firm **fixed prices that shall be firm for the three (3) year**

term of the contract. Adjustments will only be allowed for additional services being added by MSH or services being discontinued by MSH at the same fixed prices as originally offered and accepted. No other price adjustments will be allowed during the term of the contract.

4.8 Invoices are to be billed to:

Mississippi State Hospital  
P.O. Box 1  
Whitfield, MS 39193  
Attn: Accounts Payable

- 4.9 No proposal shall be altered or amended after the final specified time for opening proposals. Request for proposals and modifications or corrections thereof received after the final closing time specified will not be considered.
- 4.10 No proposal amendment will be issued within a period of five (5) working days prior to the time and date set for a proposal opening. Should it become necessary to issue an amendment within the five day period prior to a proposal opening, the proposal opening date will be reset giving offerors sufficient time to answer the amendment.
- 4.11 Offerors shall acknowledge receipt of any amendment to the solicitation by signing and returning the amendment with the proposal, by identifying the amendment number and date in the space provided for this purpose on the proposal form, or by letter. The acknowledgment must be received by the MSH RFP Coordinator by the time and at the place specified for receipt of proposals.
- 4.12 If purchase orders or contracts are canceled because of the awarded offeror's failure to perform or request for an unspecified price increase, that vendor shall be removed from our vendors list for a period of no less than twenty four (24) months.
- 4.13 The offeror understands that Mississippi State Hospital is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and the offeror agrees during the term of the agreement that the offeror will strictly adhere to this policy in its employment practices and provision of services. The offeror 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.
- 4.14 It is expressly understood and agreed that the obligation of MSH to proceed under any eventual 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 anytime, 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 state, the state shall have the right upon ten (10) days written notice to the vendor, to terminate this agreement without damage, penalty, cost or expenses to the state of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

- 4.15 Mississippi State Hospital reserves the right to reject any and all proposals in whole or in part and unless otherwise specified by the offerors, to award items, parts of items or by any group of items on the proposal. MSH also reserves the right to cancel the solicitation in whole or in part when it is determined that such action is in the best interest of MSH. Also the right is reserved to waive minor informalities. If the offeror fails to state the time within which proposals must be accepted, it is understood and agreed that Mississippi State Hospital shall have sixty (60) days to accept.
- 4.16 It is the intent of MSH to procure only the products and services that meet the minimum standards stated herein. Alternates will be considered only if deviations to those standards are fully substantiated and submitted by potentially responsive sources denoting their equality to standards proposed, along with adequate documentation; including specifications, and construction/design details along with proposal for evaluation and approval.
- 4.17 All products and services proposed must equal or exceed specifications listed. The absence of detail specifications or the omission of detail description shall be recognized as meaning only the best commercial practices are to prevail and that only first quality services, materials and workmanship are to be used. All equipment proposed, if applicable, shall be new and of current production, latest design and construction.
- 4.18 Proposal openings will not be conducted open to the public. They will serve only to open the proposals. No discussion will be entered into with any vendor as to the quality or provisions of the specifications, and no award will be made either stated or implied at the proposal opening.
- 4.19 The successful offeror will ensure that any written material prepared by the offeror in response to any eventual agreement shall be thoroughly researched for accuracy of content, shall be grammatically correct and not contain spelling errors, shall be submitted in a format approved by the designated MSH Project Officer, and shall be submitted in a draft form for advance review and comment by the project officer. The

cost of correcting grammatical errors or other revisions required to bring written materials into compliance with the solicitation requirements shall be borne by the successful offeror. This requirement applies to written material (reports, letters, and memos) produced by the successful offeror after an award has been made and an agreement has been executed.

- 4.20 The successful offeror will, upon termination of agreement, on the date agreed upon by both parties, disconnect, disassemble, crate, insure and ship all owned equipment, covered by any eventual agreement, to a destination designated by the owner at no cost or expense to Mississippi State Hospital.
- 4.21 The Mississippi State Hospital accepts no responsibility for any expenses incurred by the offeror in the preparation and presentation of a proposal. Such expenses shall be borne exclusively by the offeror.
- 4.22 The offeror should mark any and all pages of the proposal considered to be proprietary information. Any pages not marked accordingly will be subject to review by the general public after award of the contract. Request to review the proprietary information will be handled in accordance with applicable legal procedures. Section 25-61-9 and 79-23-1 of the Mississippi Code shall be used in determining proper procedures for this paragraph.
- 4.23 The offeror agrees that submission of a signed proposal form is certification that the offeror will accept an award made to it as a result of the submission.
- 4.24 Before submitting a proposal, each offeror 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 MSH upon which the offeror will rely. If the offeror receives an award as a result of its submission, failure to have made such investigations and examinations will in no way relieve the offeror 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 by the contract for additional compensation.
- 4.25 MSH may conduct discussions with Offerors after initial proposals are classified. Those Offerors that submit proposals that are classified as acceptable or potentially acceptable may be scheduled for discussion or MSH may chose to accept proposals without discussions. Discussions will be held to promote understanding of MSH requirements and the Offeror's proposal, facilitate arriving at a contract that will be most advantageous to MSH taking into consideration established evaluation factors; and to determine in greater detail Offeror's qualifications.



- 4.26 Mississippi State Hospital shall own all documents, files, reports, work papers and working documentation, electronic or otherwise, created in connection with the project services covered by the agreement resulting from this RFP, except for the Offeror's internal administrative and quality assurance files and internal project correspondence. The Offeror shall deliver such documents and work papers to MSH upon termination or completion of agreement. The foregoing notwithstanding, the Offeror shall be entitled to retain a set of such work papers for its files. Offeror shall be entitled to use such work papers only after receiving written permission from MSH and subject to any copyright protections.
- 4.27 Offerors taking exception to any part or section of the solicitation (RFP) shall indicate such exceptions in their proposal. Failure to indicate any exception will be interpreted as the Offeror's intent to fully comply with the requirements as written. Conditional or qualified offers, unless specifically allowed, shall be subject to rejection in whole or in part.
- 4.28 Contractor/Seller represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008, Mississippi Code Annotated 71-11-1 and 71-11-3 et seq. (1972, as amended), and will register and participate in the status verification system for all newly hired employees. 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. Upon request of the State and after approval of the Social Security Administration or Department of Homeland Security when required, Offeror agrees to provide a copy of each verification. Contractor/Seller further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. Contractor/Seller understands and agrees that any breach of these warranties may subject Contractor/Seller to the following: (a) termination of this Agreement 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/Seller 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 termination/cancellation, Contractor/Seller 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.
- 4.29 The contract shall be governed by and construed in accordance with 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. The contractor shall comply with applicable federal, state and local laws and regulations.

- 4.30 **Order To Stop Work:** The MSH Director, may, by written order to the contractor at any time, and without notice to any surety, require the 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 the contractor, unless the parties agree to any further period. Any such order shall identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order the 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:

- (a) cancel the stop work order; or,
- (b) terminate the work covered by such order as provided in the Termination for Default Clause (paragraph #13) or the Termination for Convenience Clause (paragraph #12) of this contract.

**Cancellation Or Expiration Of The Order:** If a stop work order is issued under this clause is cancelled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the 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:

- (a) the stop work order results in an increase in the time required for, or in the contractor's properly allocable to, the performance of any part of this contract; and,
- (b) the 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 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.

**Termination of Stopped Work:** If a stop work order is not cancelled 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. Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the price adjustment clause (paragraph #28) of this contract.

- 4.31 Offerors shall understand that Mississippi State Hospital became a tobacco-free facility, effective June 30, 2008. The use of tobacco products by patients, residents (admitted after March 1, 2008), employees, visitors, vendors and contractual staff is prohibited.
- 4.32 Offerors shall be registered with the Mississippi Secretary of State's Office as a Business Provider in good standing to provide services in the State of Mississippi.
- 4.33 The eventual contract awarded as a result of this RFP must be approved by the Mississippi Board of Mental Health.

- 4.34 In accordance with MPSCRB regulation 7-112 Offerors may request, in writing, a post-award debriefing. The request for the debriefing must be received by MSH within three (3) business days of notification of the contract award. Offerors, minimally, shall receive information as specified in MPSCRB regulation 7-112.03 during scheduled debriefings.
- 4.35 Offerors must be registered as a vendor with Mississippi's Accountability System for Government Information and Collaboration (MAGIC) prior to submission of an initial proposal. Offerors may go on line at [mash.dfa.state.ms.us](http://mash.dfa.state.ms.us) or call (601) 359-1343 for assistance with registering in Magic or submitting a proposal through the Magic system. MSH requires that Offerors submit a proposal on line through Magic and also submit a paper copy directly to MSH.
- 4.36 This contract, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," codified as section 25-61-1 et seq., Mississippi Code Annotated and exceptions found in Section 79-23-1 of the Mississippi Code Annotated (1972, as amended). In addition, this contract is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008 (MATA), Mississippi Code Ann. 27-104-151 et. Seq. (1972, as amended). Unless exempted from disclosure due to a court-issued protective order, this 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>. Prior to posting the contract to the website, any information identified by the offeror 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.

## 5. Insurance

- 5.1 The successful contractor must without limiting its obligations or liabilities and at its own expense, provide and maintain throughout the contract term, Comprehensive General Liability Insurance in an amount not less than \$1,000,000.00 inclusive per occurrence insuring against bodily injury, personal injury and property damage. All required insurance will be endorsed to provide MSH with 30 days advance notice of cancellation or material change. The contractor must provide a Certificate of Insurance which is completed, certified by the original signature of an Insurance company authorized to do business in Mississippi. The Offeror shall provide and maintain required insurance without limiting its obligations or liabilities and at its own expense throughout the contract term. The contractor will provide the Certificate of Insurance, showing MSH as certificate holder and additional insured under the contractor's general liability policy for work to be performed, within seven (7) business days after notice of MSH intent to award contract. The contractor shall also provide workmans' compensation insurance, in an amount not less than the statutory minimum, on behalf of its employees and agents as required by all applicable laws.

Contractor shall agree to hold harmless and indemnify MSH for any and all claims arising out of injury, disability, or death of any of the Contractor's employees or agents. Contractor shall provide documentation of workmans' compensation insurance within seven (7) working days of receiving notice of award.

## 7. Service Requirements

- 7.1 Prepare a written proposal that will ensure that all general waste and construction waste at Mississippi State Hospital is collected, contained, transported, tracked (as applicable) and disposed in a manner that reduces environmental impact, is safe, is economical and complies with all applicable laws and regulations. The written proposal should be such that it explains clearly and completely how the offeror will meet the following requirements:
- A. The proposed contractor agrees to remove all construction wastes and solid general wastes from Mississippi State Hospital to an approved landfill or disposal site off and away from the MSH campus.
  - B. The contractor will base charges for the solid general waste compactor removal services on a firm fixed per haul charge based on the compactor size of 34 Cubic Yards and frequency of **6 pick-ups per month(average)** and include disposal charges. Construction (roll off) dumpsters charges shall be based on dumpster size (one 30 yd & one 40 yd) and shall include disposal charges, pick up, drop off, and rental charges and construction dumpster pick up will be on an as needed basis averaging 12 pick ups per year for the 30 yd container and 12 pick ups per year for the 40 yd container. Residential curbside pick up charges shall be based on a specified container size (90 gallon) and a specified pick up frequency (once weekly – Wednesday) and quantity (26 each) as determined by MSH.
  - C. The proposed contractor will furnish all necessary equipment and material required to perform all required solid waste management services at MSH and shall provide construction dumpsters and waste management services for the main MSH campus.
  - D. Contractor will maintain all contractor owned waste containers so that they are free from insects, vermin and offensive odors. All spillage of any material adjacent to containers which result from the lack of care, handling or dumping of containers will be cleaned up by the proposed contractor. Construction containers of an approved type, manufactured entirely of metal, capable of containing refuse, and preventing easy access by vermin or animals, will be furnished by the proposed contractor. Residential containers shall be heavy duty plastic with lids. It will be the responsibility of the proposed contractor to maintain, clean and disinfect the supplied containers complying with all existing requirements of federal, state, county and local health laws and regulations to include the replacement of any damaged or

broken parts. All waste containers provided under this contract shall be designed for easy use, meet all applicable standards and/or regulations, and shall be approved by MSH prior to being placed at MSH.

- E. The MSH Housekeeping Department will contact the successful contractor when a contractor owned dumpster or container needs cleaning. The contractor will call the designated MSH representative within twenty four hours to schedule the date and time a dumpster will be cleaned. The contractor will inform the MSH designee when a dumpster has been cleaned as requested.
- F. The location of the residential curbside containers, size of containers and frequency of waste pick up will be according to the attached schedule/pricing page (**Attachment - B**) which will be made a part of any contract. Vendor shall understand that MSH reserves the right to change container sizes and pick up frequency as the needs of MSH require.
- G. The contractor will be responsible for all set up costs to include placement of dumpsters and other supplies or equipment needed to perform the services required by this RFP.
- H. The contractor will perform all services during the hours of 6:00 a.m. to 8:00 p.m. daily unless a change of these hours has been agreed upon and approved by the contractor and MSH. The contractor will perform these services in a manner to avoid inconvenience to hospital employees, residents or visitors.
- I. The contractor will maintain a regular (not less than twice each year) and systematic inspection of the services performed to assure that all services are conforming to contract terms. The contractor will make written recommendations to reduce program costs and/or improve execution of the contract by either party. Contractor will assign a representative to attend monthly Waste Management Committee meetings held on the MSH campus.
- J. The proposed contractor will act as an independent contractor while performing the services required and will employ and direct his own personnel as required to include the securing of any and all permits. The proposed contractor will exercise full and complete authority over its personnel and will comply with all Workers Compensation, Employer Liability, General Liability Insurance and other federal, county, and municipal laws, ordinances, rules and regulations required of an employer to include the making of all reports and remitting all required withholdings from compensation.
- K. The successful contractor will not change any pick up schedule without prior written approval of the designated MSH Officer. Contractor will provide advance notice of change to the designated MSH Officer no less than ten working days or within such time frame that is agreed upon by hospital and the contractor to allow adequate notice of and preparation by affected MSH parties.
- L. Contractor shall promptly make payment of all taxes, licenses, assignments,

contributions, damages, penalties, and interest thereon, when and as the same may lawfully be due the United States Government and any political subdivisions thereof, the State of Mississippi, or any County, Municipality, Board, Department, Commission, or political subdivision thereof, by reason of and directly connected with the performance of said contract or any part thereof as provided by any Federal Code, Mississippi Code or any applicable statute or other authority for the full duration of this contract.

- M. Successful contractor will be required to provide a written report, in duplicate, which indicates the levels of program performance as measured against agreed upon performance measures/standards and program goals no later than the end of the sixth month after the start date of the agreement. The report will include any recommendations to improve MSH performance in waste management. A progress report will be submitted by the vendor no later than the end of the first twelve months after the start date of the agreement. The report will include summary charts and graphs to illustrate program status. A copy of the report will be made available to the Director of Housekeeping and the Director of Environmental Services.
- N. Upon termination of the contract, vendor shall remove all vendor owned equipment in a manner that is orderly and does not disrupt service to MSH or other contracted sites and based on a time frame agreed upon by both parties.
- O. Vendor shall meet all standards of responsibility as stated at paragraph 3-401.03.1 of the Mississippi Personal Service Contract Procurement Regulations.
- P. Vendor shall understand that a pro-rated discount will be applied to applicable invoices when a scheduled pick up is missed and not made up as agreed upon by both parties in a timely manner.
- Q. Vendor shall provide pricing for curbside container services for the MSH main campus and staff housing. Pricing for 90 gallon containers should be based on one day of service. Please propose pricing as a monthly service total for each item. Vendors may use their own letterhead for this pricing.
- R. Vendor shall sign and return, with proposal, the Certifications and Assurances form provided as **Attachment – C**.

## 8. Proposal Format

- 8.1 All proposals submitted in response to this request shall be in writing.
- 8.2 Offeror shall submit proposal copies in individual binders/folders or report covers which contain subject divider tabs for each required section and pages shall be numbered.
- 8.3 Offerors must submit three (3) signed copies of the proposal in a **sealed** envelope with offeror's name and address on outside of envelope. Offeror must also write the

time (3:00 p.m.), date of the proposal opening (**February 10, 2016**(Initial) or **February 17, 2016**(Final)), proposal file number (**02.10.2016.427**), and proposal title (**Waste Management Services**) on the outside lower left corner of the envelope.

- 8.4 Offeror must submit pricing on the proposal pricing form provided in the proposal package as **Attachment – B**. Pricing shall be submitted as part of the initial proposal and the final proposal if required. Pricing submitted shall be fixed and firm for the entire three (3) year contract period.
- 8.5 The following response format will be used for all submitted proposals:
- A. Offeror must provide a **title page** showing RFP number, offeror's name and address, offeror's telephone number, offeror's principal place of business, and name of offeror's primary contact person.
  - B. A **cover letter** of introduction signed by the person or persons authorized to sign on behalf of, and bind the offeror to, statements made in the proposal.
  - C. **Table of contents** including page numbers.
  - D. A detailed plan describing how the services will be provided. Offeror should discuss any needed company expansion that would be required to handle the services.
  - E. Offeror must describe successful **experience** in providing the required waste management services. Offeror shall include documentation of successful management and consulting experience in a public sector facility environment, similar in size and scope to those required in this RFP over the most recent ten (10) year period (Offeror shall state actual number of years).
  - F. Offeror will provide at least **three (3) references** for contracts to provide services of similar size and scope to those specified in this RFP, which are within the most recent ten (10) year period. Offeror shall include those projects that involved a large public entity or healthcare facility. References shall include the name referenced organization, telephone number and name of a person most familiar with the Offeror's performance under the cited contract and the date service was last provided.
  - G. Offeror shall state the age of their business and the average number of employees over the most recent five (5) year period.
  - H. Offeror shall provide a brief resume, citing abilities, qualifications and experience, of management personnel who would be assigned to provide the required services. Offeror should describe planned duties and responsibilities of each person.
  - I. Offeror shall also include a brief resume of experience of key members of the Offeror's company to include information about work performed with public entities and healthcare facilities.
  - J. Offeror shall include a copy of the most recent financial statement and/or audit report with proposal.

- K. Offeror must indicate any **exceptions** to the terms and conditions, insurance requirements, bond requirements and any other requirements in the RFP. Offeror shall understand, however, that such exception may cause their proposal not to be considered in whole or in part for award.
- L. Offeror should provide any **additional information** determined to be beneficial in the evaluation of Offeror's response.
- M. Offeror should use the **pricing** form (**Attachment – B**) provided to show proposed costs to provide services. Pricing provided in the initial proposal is subject to negotiation if Offeror's proposal is determined to be acceptable. Revised pricing may be submitted, by the Offeror in their final proposal if a final proposal is required by MSH.

## 9. Evaluation Procedures

- 9.1 Initial proposals will be evaluated and classified into one of three categories for the purpose of holding discussions with offerors. Those categories are acceptable, potentially acceptable, and unacceptable. This evaluation will be based on minimum mandatory criteria that all proposals must meet in order to receive further consideration (See paragraph – 10). Contractor who submit proposals determined to be unacceptable will be notified, in writing, promptly and the notice will include the reason(s) for the proposal being declared unacceptable.
- 9.2 After initial proposals are categorized those Offerors that have submitted proposals that are reasonably susceptible of being selected for award may be scheduled for discussions for the purpose of promoting understanding of MSH requirements and Offeror's proposal, facilitate arriving at a contract that will be most advantageous to MSH taking into consideration established evaluation factors; and to determine in greater detail Offeror's qualifications. MSH may choose to accept proposals without further discussion. Offerors shall be afforded fair and equal treatment with respect to any opportunity for discussion and revision of proposals, and such revisions may be permitted after initial submissions and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing Offerors.
- 9.3 Proposals determined to be acceptable shall be evaluated against weighted criteria to determine if the proposals meet the needs of MSH. The evaluation will be conducted, minimally, by a committee of three (3) MSH employees from the Environmental Services, Infection Control and Purchasing Departments. Each Committee member will use the designated rating form to rate each offeror using the consensus method and then a cumulative total of overall ratings will be taken to determine a final score and the vendor with the overall highest rating will be awarded the contract. (**See Rating Form Attachment - D**)



- 9.4 Evaluators will rate pricing by taking the lowest proposed cost for regular scheduled waste pickup service and use it as a base to determine the rating for remaining Offerors. The lowest price will be awarded the full available points and remaining Offerors will receive a percentage of the available points. Example – The available points for pricing is 50 and the lowest monthly price is \$5000.00 and the second lowest is \$10,000.00. The lowest Offeror would get 50 points and since \$5000.00 is 50% of \$10,000.00 the second lowest vendor would get 25 points or 50% of the available points. The pricing total will be determined by adding the compactor service charge with proposed service charges for the MSH residential curbside locations charges.

10. Minimum Mandatory Criteria

- 10.1 All initial proposals must meet the following minimum criteria in order to receive further consideration:
- A. Proposal must be submitted in writing.
  - B. Proposal must be submitted in the designated format.
  - C. Three copies of the proposal must be submitted.
  - D. The proposal must be signed by the person(s) authorized to sign on behalf of and bind offeror.
  - E. The proposal must be received at the designated location by 3:00 p.m. Central time on the specified closing date.
  - F. The proposal is submitted in a properly sealed envelope which contains the required proposal information on the outside of envelope.
  - G. The proposal contains required reference information to include contact and telephone number.
  - H. The proposal plan is detailed and addresses all required services.

11. Evaluation Criteria

The following criteria shall be used to evaluate all responsive Offerors. These criteria are the only criteria that will be used to make a determination of points utilized in contract award.

- 11.1 Ability to perform required services reflected by technical training, education, general experience and specific experience. **40 Points (Very Important)**
- 11.2 The qualifications and abilities of personnel proposed to be assigned to perform the services. **30 Points (Important)**
- 11.3 The plan proposed for performing required services to include completeness and presentation. **40 Points (Very Important)**

- 11.4 The personnel, equipment, and facilities to perform the services currently available or, demonstrated to be made available at the time of contracting. **40 Points (Very Important)**
- 11.5 Record of past performance of services of similar work. **40 Points (Very Important)**
- 11.6 Regulatory compliance to include documentation (permits & licenses). **40 Points (Very Important)**
- 11.7 Training services offered to include video, literature and workshops. **20 Points (Important)**
- 11.8 Cost reduction and performance improvement services offered. **20 Points (Important)**
- 11.9 Price to provide required services. **90 Points (Very Important)**
- 12. Award Criteria
  - 12.1 Award will be made based on the total evaluation criteria points awarded to each offeror. The Offeror who receives the highest total number of points from all evaluators shall be awarded the contract.
- 13. Contract Agreement
  - 13.1 The successful Offeror(s) shall enter into a contract which is substantially the same as the sample contract and its general terms and conditions attached as **Attachment - E**. In no event is a vendor to submit its own standard terms and conditions in response to this solicitation. The vendor may submit exceptions to terms and conditions, listed in **Attachment - E**, and MSH will review requested exceptions and accept or reject the same at its sole discretion and as approved by the Mississippi Personal Service Contract Review Board.
  - 13.2 The total contract shall consist of this Request for proposal, the response proposal submitted by the successful vendor(s), and the MSH standard contract, a sample of which is shown in **Attachment - E**. No other documents shall be a part of the formal contract.
- 14. Negotiation Delay
  - 14.1 If a written contract agreement cannot be negotiated within fifteen (15) days of

notification of the successful offeror, MSH may at its sole discretion at any time thereafter, terminate negotiations with that offeror and either negotiate a contract with the next qualified offeror or choose to terminate the RFP process and not enter into a contract with any of the offerors.

15. Protest Deadline

- 15.1 Any protest by a responsive Offeror must be timely and in accordance with instructions set forth in this bid invitation. The protest period for responsive Offerors shall begin on the day following the issuance of the notice of intent to award contract and will end at 5:00 P.M. of the seventh day following issuance of intent to award. Protests must be written and must include the name and address of the protestor and the RFP number. It must also include a statement of grounds for protest including appropriate exhibits, and it must specify the ruling requested from MSH. The protest must be delivered to the RFP Coordinator. Protests received after the deadline will not be accepted.

16. Mandatory E-Payment Rule/Paymode - Authorization & Acknowledgement

- 16.1 Payments by state agencies using the Mississippi's Accountability System for Government Information and Collaboration (MAGIC) shall be made and remittance information provided electronically as directed by the State. These payments shall be deposited into the bank account of the contractor's choice. The state may, at its sole discretion, require the contractor to submit invoices and supporting documentation electronically 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. Contractor agrees to accept all payments in United States Currency via the State of Mississippi's electronic payment and remittance vehicle. Mississippi State Hospital agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies," Mississippi Code Annotated 31-7-301, which generally provides for payment of undisputed amounts by Mississippi State Hospital within forty-five days of receipt of invoice. Miss. Code Ann. 31-7-305 (1972, as amended). Please see **Attachment – F**.
- 16.2 Offerors shall sign and return the authorization and acknowledge form, **Attachment – G**.

17. Schedule

- 17.1 The following is a schedule of the RFP process for this invitation:
- A. Ad appears in the newspaper – 1/13/2016 and 1/20/2016
  - B. Receipt Confirmation due – 2/2/2016
  - C. Deadline for final questions – 2/5/2016

- D. Initial proposals due – 2/10/2016
- E. Discussions held with Offerors (Optional) – 2/12/2016
- F. Final proposals due, if required – 2/17/2016
- G. Proposals evaluated and scored – 2/18/2016 to 2/19/2016 (Subject to change)
- H. Offerors notified of intent to award – 2/19/2016 (Subject to change)
- I. Deadline for protest to award – 2/26/2016
- J. Contract projected start date – 5/1/2016 (Subject To Change)

**Mississippi State Hospital reserves the right to amend and/or change the above schedule of events, as it deems necessary.**

H.L. Lockhart



Purchasing Chief

**ATTACHMENT - A**  
**RECEIPT CONFIRMATION FORM**  
**MISSISSIPPI STATE HOSPITAL**  
**RFP NO. 02.10.2016.427**

In acknowledgement of receipt of this Request For Proposal (RFP) the undersigned agrees that he/she has received a complete copy, beginning with cover page, and ending with Attachment - G. This receipt form should be returned, to the RFP Coordinator, no later than **5:00 P.M. February 2, 2016**. Only potential offerors who elect to return this form completed with the intention of submitting a proposal will receive additional information about this RFP, to include copies of all bidder questions and MSH written responses to those questions as well as RFP amendments.

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

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

City:\_\_\_\_\_ State:\_\_\_\_\_ Zip Code:\_\_\_\_\_

E-Mail:\_\_\_\_\_ Fax No.:\_\_\_\_\_

Phone No.:\_\_\_\_\_ Voice Mail:\_\_\_\_\_

Signature:\_\_\_\_\_ Date:\_\_\_\_\_

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

The above name and address will be used for all correspondence related to the RFP.

Company does\_\_\_\_\_ does not\_\_\_\_\_ intend to respond to this RFP.

**H.L. Lockhart (RFP Coordinator)**  
**Mississippi State Hospital**  
**3550 Hwy 468 West/P.O. Box 1**  
**Whitfield, MS 39193**  
**(601) 351-8056/Phone**  
**(601) 351-8034/Fax**  
**Lockhhl@msh.state.ms.us**

## ATTACHMENT – B

### WASTE MANAGEMENT PROPOSAL PRICING FORM

1. Solid Waste collection, containment, transport, and disposal for 34 Yard Compactor: \$ \_\_\_\_\_ Per Haul  
– averaging 6 pick ups per month
2. Construction dumpster 30 yd: \$ \_\_\_\_\_ Flat Rate (Drop Off/Pickup/Disposal/Rent) – averaging  
12 pick ups per year
3. Construction dumpster 40 yd: \$ \_\_\_\_\_ Flat Rate (Drop Off/Pickup/Disposal/Rent) – averaging 12  
pick ups per year
3. MSH Residential Housing Curbside Pickup \$ \_\_\_\_\_ Month (1/WK/Wednesday –  
26 each, 90 gallon containers)

I certify that I am authorized to enter into a binding contract, if this proposal is accepted.

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

Address \_\_\_\_\_

City/State/Zip Code \_\_\_\_\_

Authorized Binding Signature \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_ Certificate of Responsibility No. \_\_\_\_\_

We submit the above prices and agree to initiate services within \_\_\_\_\_ calendar days from receipt of notice to proceed. Unless notified to the contrary, this offer is good for minimum of 60 days from the date of the final proposal opening. In submitting the above, it is expressly agreed that, upon proper acceptance of any or all services by the Mississippi State Hospital, a contract shall hereby be created only after a written executed contract agreement is mailed or otherwise furnished to the successful Offeror within the time of acceptance specified above without further action by either party. The contract shall not be assignable by the Offeror in whole or part without the written consent of Mississippi State Hospital.

## ATTACHMENT - C

### CERTIFICATIONS AND ASSURANCES

I/We make the following certifications and assurances as a required element of the offer to which it is attached, 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): **YOU MUST CIRCLE THE CORRECT WORDS IN LINES 1 & 4.**

01. Representation Regarding Contingent Fees. The contractor represents that it has/has not (circle one) retained a person to solicit or secure a State contract upon an agreement or understanding for a commission, percentage, or contingent fee, except as disclosed in the contractor's offer.
02. Representation Regarding Gratuities. The offeror, or 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 7-204 (Gratuities) of the Mississippi Personal Service Contract Procurement Regulations.
03. Certification of Independent Price Determination. The offeror 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 offeror or competitor relating to those prices, the intention to submit an offer, or the methods or factors used to calculate the prices offered.
04. Prospective Contractor's Representation Regarding Contingent Fees. The prospective contractor represents as a part of such contractor's offer that such contractor has/has not (circle one) retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract.
05. Certification of Non-Debarment. By submitting a offer, the offeror certifies that it is not currently debarred from submitting offers for contracts issued by an political subdivision or agency of Mississippi and that it is not an agent of a person or entity that is currently debarred form submitting offers for contracts issued by any political subdivision or agency of the State of Mississippi.

\_\_\_\_\_  
Signature of Bidder

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**NOTE: IT IS MANDATORY THAT THIS PAGE BE SIGNED AND RETURNED WITH OFFER**

# ATTACHMENT – D

## WASTE MANAGEMENT SERVICES EVALUATION FORM

RFP: 02.10.2016.427

VENDOR NAME: \_\_\_\_\_

Step 1: The proposal meets the minimum evaluation criteria and is approved for further consideration.

Yes: \_\_\_\_\_ No: \_\_\_\_\_ Rating: \_\_\_\_\_

Comments: \_\_\_\_\_

Step 2: Rate the criteria below using the scale of 0 to 90.

Criteria	Maximum Score	Actual Score	Comments
Ability to perform required services	40		
Qualifications & abilities of assigned personnel	30		
The proposed plan for providing services	40		
Personnel, equipment and facilities available or to made available	40		
Record of past performance	40		
Regulatory Compliance	40		
Training Services Offered	20		
Cost Reduction/Performance Improvement	20		
Proposed price	90		

TOTAL SCORE	360 Maximum Points	Score:	
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Evaluator's Signature: \_\_\_\_\_

Job Title: \_\_\_\_\_

Date: \_\_\_\_\_



**SERVICE AGREEMENT SAMPLE – ATTACHMENT E**  
**WASTE MANAGEMENT SERVICES**  
**MISSISSIPPI STATE HOSPITAL**

This agreement, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2016, between Mississippi State Hospital (MSH), hereinafter referred to as “Hospital” and Waste Management, LLC., hereinafter referred to as “Vendor”. This contract shall take precedence over all agreements and understandings between the parties. Vendor, by its acceptance agrees hereof, to provide to Hospital, and Hospital, by its acceptance hereof, agrees to accept from Vendor, the services listed in Schedule – A and Schedule - C, which is attached hereto and incorporated herein.

For good and valuable consideration, the parties agree:

1. The Vendor shall perform in a good and workmanlike manner all services necessary to provide professional waste management services and documentation in accordance with the requirements/specifications as described in Schedules – A, C and all attachments and schedules for MSH.
2. That the contract consists of this Agreement, the Request For Proposal (RFP) service requirements attachment, attached as Schedule - “A”, and the Response Proposal by Waste Management, LLC., dated 1/23/2016, herein referred to as “Proposal” and attached as Schedule - “B,” and the performance criteria attached as Schedule – “C”. Any ambiguities, conflicts or questions of interpretation of this Contract shall be resolved by first reference to this Agreement and, if still unresolved, by reference to Schedule – A, and if still unresolved, by reference to the “Proposal”, and if still unresolved, by reference to Schedule - C. Omission of any term or obligation from this Agreement or attached Schedules A or B or C shall not be deemed an omission from this Contract if such term or obligation is provided for elsewhere in this Contract.
3. That the effective date of this agreement shall be 5/1/2016 and the duration of this agreement shall be no later than 4/30/2019, with the option to renew for one additional year. Either party may terminate this agreement, with cause, by giving ninety (90) days prior written notice.
4. In consideration of services provided the Hospital agrees to pay to the Vendor the specific sums listed in Schedule - B for the services specified in Schedules – A & C and in no event, however, will the compensation paid to vendor be more than the specific sums listed in Schedule – B. Vendor shall submit an invoice and statement of services rendered at the end of each month in a timely manner. Hospital agrees to make payment in accordance with Mississippi law on “Timely Payments for Purchases by Public Bodies,” Sections 31-7-301, et. seq. of the 1972 Mississippi Code Annotated, as amended, which generally provides for payment by Hospital within forty-five days of the date the invoice is received and the services or goods are inspected and accepted as satisfactory.

The parties understand and agree that the Hospital is exempt from the payment of taxes. The parties understand that all payments, partial and full, will become due at the end of each month after services have been performed.

5. The Vendor shall, at all times, be regarded as and shall be legally considered an Independent Contractor and shall at no time act as an agent of the Hospital. Nothing contained herein shall be deemed or construed by the Hospital, the Vendor, 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 Hospital and the Vendor. Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any acts of the Hospital or the Vendor hereunder, creates or shall be deemed to create a relationship other than the independent relationship of the Hospital and the Vendor. Vendor's personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of the Hospital. Neither the Vendor nor its employees shall, under any circumstances, be considered servants, agents, or employees of the Hospital; and the Hospital shall be at no time legally responsible for any negligence or other wrongdoing by the Vendor, its servants, agents, or employees. The Hospital shall not withhold from the contract payments to the Vendor any federal or State of Mississippi unemployment taxes, federal or State of Mississippi income taxes, Social Security tax, or any other amounts for benefits to the Vendor. Further, the Hospital shall not provide to the Vendor any insurance coverage or other benefits, including Worker's Compensation, normally provided by the Hospital for its employees.

6. The Vendor warrants that it is a validly organized business with valid authority to enter into this agreement; that it is qualified to do business and in good standing in the State of Mississippi; 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 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. If any term or provision of this agreement is prohibited by the laws of the State of Mississippi or declared invalid or void by court of competent jurisdiction, the remainder of this agreement shall be valid and enforceable to the fullest extent permitted by law.

8. The Vendor shall give Hospital prompt notice in writing of any action or suit filed, and prompt notice of any claim made against Vendor by any entity that may result in litigation.

9. The Vendor shall maintain such financial records and other records as may be prescribed by the Hospital or by applicable federal and state laws, rules, and regulations. Vendor shall retain these records for a period of three (3) years after final payment, or until they are audited by the Hospital, 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.

10. The Vendor agrees that Hospital shall determine the disposition of, the title to and the rights under any copyright by Vendor or employees on copyrightable material first produced or composed under this agreement. Further, Vendor hereby grants to Hospital a royalty-free, nonexclusive, irrevocable license to reproduce, translate, publish, use and dispose of, and to authorize others to do so, all copyrighted (or copyrightable) work not first produced or composed by Vendor in the performance of this agreement, but which is incorporated in the material furnished under the agreement. This grant is provided that such license shall be only to the extent Vendor now has, or prior to the completion of full final settlements of agreement may acquire, the right to grant such license without becoming liable to pay compensation to others solely because of such grant.

11. If either party is rendered unable, wholly or in part, by reason of strikes, accidents, acts of God, weather conditions or any other acts beyond its control and without its fault or negligence to comply with any obligations or performance required under this agreement, then such party shall have the option to suspend its obligations or performance hereunder until the extraordinary performance circumstances are resolved. If the extraordinary performance circumstances are not resolved within a reasonable period of time, however, the non-defaulting party shall have the option, upon prior written notice, of terminating the agreement.

12. This agreement may be terminated for convenience as follows:

A. The Hospital Director may, when the interests of the Hospital so require, terminate this contract in whole or part, for the convenience of the Hospital. The Hospital Director shall give written notice of the termination to the Vendor specifying the part of the contract terminated and when termination becomes effective.

B. The Vendor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the Vendor will stop work to the extent specified. The Vendor shall also terminate outstanding orders and subcontracts and orders connected with the terminated work. The Hospital Director may direct the Vendor to assign Vendor's rights, title, and interest under terminated orders or subcontracts to the Hospital. The Vendor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

13. This agreement may be terminated for default as follows:

A. If the Vendor 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 otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the Hospital Director may notify the Vendor in writing of the delay or nonperformance and if not cured in twenty (20) days or any longer time specified in writing by the Hospital Director, such Director may terminate the Vendor'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 Hospital Director may procure similar supplies or services in a manner and upon terms deemed appropriate by the Hospital Director. The Vendor 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 and services.

B. Notwithstanding termination of the contract and subject to any directions from the Hospital Director, the Vendor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of the Vendor in which the Hospital has an interest.

C. Payment for completed services delivered and accepted by the Hospital shall be at the contract price. The Hospital may withhold from amounts due the Vendor such sums as the Hospital Director deems to be necessary to protect the Hospital against loss because of outstanding liens or claims of former lien holders and to reimburse the Hospital for the excess costs incurred in procuring similar goods and services.

D. Except with respect to defaults of Subcontractors, the Vendor shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by the Vendor to make progress in the prosecution of the work hereunder which endangers such performance) if the Vendor has notified the Hospital Director within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the State and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a Subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, the Vendor shall not be deemed to be in default, unless the services to be furnished by the Subcontractor were reasonably obtainable from other sources in sufficient time to permit the Vendor to meet the contract requirements.

Upon request of the Vendor, the Hospital Director shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, the Vendor'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 Hospital under the clause entitled in fixed-price contracts, "Termination for Convenience – Paragraph 12," in cost-reimbursement contracts, "Termination". As used in this Paragraph of this clause, the term "Subcontractor" means Subcontractor at any tier.

E. If, after notice of termination of the Vendor'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 (D) (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 Hospital, be the same as if the notice of termination had been issued pursuant to such clause.

F. The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

14. That notwithstanding any other provisions of this agreement between the parties, all activities and performances of the parties with respect to the equipment, or services herein shall be subject to all applicable laws, regulations, policies and procedures of the United States of America, or any agency thereof, the State of Mississippi or any agency thereof, or any local governments or political subdivisions, as now existing and as may be amended or modified, as well as in accordance with the standards of the Joint Commission (JC), that may affect the performance of services hereunder.

15. 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 of Mississippi revision of any applicable laws or regulations make changes in this agreement necessary.

16. This agreement 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. The Vendor shall comply with applicable federal and State of Mississippi laws, local laws and regulations.

17. All notices required or permitted to be given under this agreement must be in writing and 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 of any change of address.

**For the Vendor:** Mr. Steven Smith, President/CEO, Waste Management, LLC, 999 Avery Drive, England, MS 39466

**For the Hospital:** Mr. James Chastain, Director, Mississippi State Hospital, Building 21, P.O. Box 1, Whitfield MS 39193

18. Failure of either party hereto to insist upon strict compliance with any of the terms, covenants, and conditions hereof shall not be deemed a waiver or relinquishment of any similar right or power hereunder at any subsequent time or of any other provision hereof, nor shall it be construed to be a modification of the terms of this agreement.

19. It is expressly understood and agreed that the obligation of the Hospital to proceed

under this agreement is conditioned upon the appropriation of funds by the State of Mississippi Legislature and the receipt of State of Mississippi and/or federal funds. If the funds anticipated for the continuing fulfillment of the agreement are at anytime 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 Hospital, the Hospital shall have the right upon ten (10) working days written notice to the Vendor, to terminate this agreement without damage, penalty, cost or expense to the Hospital of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

20. The Vendor acknowledges that it was selected by the Hospital to perform the services required hereunder based, in part, upon the Vendor's special skills and expertise. The Vendor shall not assign, subcontract or otherwise transfer this agreement in whole or in part without the prior written consent of the Hospital, which the Hospital 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 Hospital of any subcontract shall be deemed in any way to provide for the incurrence of any obligation of the Hospital 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 Hospital may deem necessary. Subject to the foregoing, this agreement shall be binding upon the respective successors and assigns of the parties.

21. The Vendor understands that the Hospital 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 laws, State of Mississippi laws, or local laws. All such discrimination is unlawful and the Vendor agrees during the term of the agreement that the Vendor will strictly adhere to this policy in its employment practices and provision of services. The Vendor 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.

22. Upon the termination of this agreement, Vendor will at its expense, on that date agreed upon by the parties, crate, insure and ship any vendor owned equipment, covered under this agreement, to a destination designated by the Vendor.

23. The Vendor represents that it has not retained a person to solicit or secure a Hospital contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in the Vendor's bid or proposal.

24. 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 offeror or competitor relating to those prices, the intention to submit a proposal, or the methods or factors used to calculate prices.

25. The bidder, offeror, or Vendor 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.

26. 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, MS 39201, for inspection, or downloadable at [www.mspb.ms.gov](http://www.mspb.ms.gov).

27. The Hospital Director or designated Procurement Officer, may, by written order to the contractor at any time, and without notice to any surety, require the Vendor 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 the Vendor, 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, the Vendor 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 Hospital Director or Procurement Officer shall either:

- A. Order to Stop Work.
  - (1.) cancel the stop work order; or
  - (2.) terminate the work covered by such order as provided in the 'Termination for Default Clause' (paragraph 13) or the 'Termination for Convenience Clause' (paragraph 12) 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, the Vendor shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or Vendor price, or both, and the contract shall be modified in writing accordingly, if:
  - (1) the stop work order results in an increase in the time required for, or in the Vendor's cost properly allocable to, the performance of any part of this contract; and
  - (2) the Vendor asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage; provided that, if the Hospital Director or 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. 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. Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause (paragraph 28) of this contract.

28. Any adjustment in contract price pursuant to a clause in this contract shall be made in one or more of the following ways:

- A. by agreement on a fixed price adjustment before commencement of the additional performance;
- B. by unit prices specified in the contract;
- C. by the costs attributable to the event or situation covered by the clause, plus appropriate profit or fee, all as specified in the contract; or
- D. price escalation clause.

The Vendor shall provide cost or pricing data for any price adjustments subject to the provisions of Section 3-403 (Cost or Pricing Data) of the Mississippi Personal Service Contract Procurement Regulations.

29. This agreement, including all contract documents, represents the entire 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 Hospital and Vendor. Vendor acknowledges that it has thoroughly read all 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 Hospital or Vendor on the basis of draftsmanship or preparation hereof.

30. Subject to other terms and conditions of this agreement, in the event the Vendor defaults in any obligations under this agreement, the Vendor shall pay to the Hospital all costs and expenses (including, without limitation, investigative fees, court costs, and attorney's fees) incurred by the Hospital in enforcing this agreement or otherwise reasonably related thereto. The Hospital, after due oral or written notice, may procure the services from other sources and hold Vendor responsible for any resulting additional purchase and administrative costs. Vendor agrees that under no circumstances shall the Hospital be obligated to pay any attorney's fees or costs of legal action to the Vendor.

31. To the fullest extent allowed by law, the Vendor shall indemnify, defend, save and hold harmless, protect, and exonerate the Hospital, 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 attorneys' fees, arising out of or caused by the Vendor and/or its partners, principals, agents, employees and/or subcontractors in the performance of or failure to perform this agreement. In the Hospital's sole discretion, the Vendor may be allowed to control the defense of any such claim, suit, etc. In the event the Vendor defends said claim, suit, etc., the Vendor shall use legal counsel acceptable to the Hospital; The Vendor shall be solely responsible for all costs and/or expenses associated with such defense, and the Hospital shall be entitled to participate in said defense. The Vendor shall not settle



any claim, suit, etc. without the Hospital's concurrence, which the Hospital shall not unreasonably withhold.

32. If, at any time during the contract term, the service performed or work done by the Vendor is considered by the Hospital to create a condition that threatens the health, safety, or welfare of the patients and/or employees of the Hospital, the Vendor shall, on being notified by the Hospital, immediately correct such deficient service or work. In the event the Vendor fails, after notice, to correct the deficient service or work immediately, the Hospital shall have the right to order the correction of the deficiency by separate contract or with its own resources at the expense of the Vendor.

33. Confidential information shall mean (a) health records/medical records, materials, documents, data, and other information which the Hospital has designated as proprietary and confidential, and (b) all data and information which the Vendor acquires as a result of its contact with and efforts on behalf of the Hospital and any other information designated in writing as confidential by the State of Mississippi. Each party to this agreement 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 Vendor or its Subcontractor shall rest with the Vendor. Disclosure of any confidential information by the Vendor or its Subcontractor without the express written approval of Hospital, shall result in the immediate termination of this agreement.

34. Any reference in the contract to "Mississippi State Hospital" or "MSH" or "State" is considered to be the same reference as "Hospital", as stated on line two (2) of page one (1) of the contract.

35. Vendor agrees to comply with the Administrative Simplifications 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.

36. 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 twelve (12) months after this agreement terminates unless mutually agreed to in writing by the Hospital and the Vendor.

37. Payments by State of Mississippi agencies using the State's accounting system shall be made and remittance information provided electronically as directed by the State of Mississippi.

These payments shall be deposited into the bank account of the Contractor's choice. The State of Mississippi may, at its sole discretion, require the Contractor to electronically submit invoices and supporting documentation at any time during the term of this Agreement. Contractor understands and agrees that the State of Mississippi is exempt from the payment of taxes. All payments shall be in United States currency.

38. 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. Miss. Code Ann. 71-11-1 et seq. (1972, as amended). 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 Agreement 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 termination/cancellation, 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.

39. 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. Miss. Code Ann. 31-7-305 (1972, as amended).

40. This contract, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," and its exceptions. See Miss. Code Ann. 25-61-1 et seq. (1972, as amended) and Miss. Code Ann. 79-23-1 (1972, as amended). In addition, this contract is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Miss Code Ann. 27-104-151 et seq. (1972, as amended). Unless exempted from disclosure due to a court-issued protective order, a copy of this 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 the 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.

41. Contractor shall maintain insurance as specified in Schedule – A, page 5, paragraph 27, to include workers' compensation which meets or exceeds the statutory minimum as specified in the original bid invitation, attached as Schedule - A.

42. This agreement consists of eleven (11) pages plus attachments. The original will be retained by the Hospital. A copy of the original shall have the same force and effect as the original for all purposes. To express the parties' intent to be bound by the terms of this agreement, they have executed this document on the dates set forth below.

**Waste Management, LLC**

By: \_\_\_\_\_  
Authorized Signature

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Mississippi State Hospital**

By: \_\_\_\_\_  
Authorized Signature

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## ATTACHMENT - F

### MISSISSIPPI DEPARTMENT OF FINANCE AND ADMINISTRATION ADMINISTRATIVE RULE FOR MANDATORY ELECTRONIC PAYMENT OF VENDORS AND ELECTRONIC INVOICING BY VENDORS

Vendor Name ("Vendor"): \_\_\_\_\_

Vendor has received a copy of the "Mississippi Department of Finance and Administration Administrative Rule on Mandatory Electronic Payment of Vendors."

Vendor understands that MSH is an agency of the State of Mississippi, and as such, its payments are processed by the Mississippi Department of Finance and Administration ("DFA").

Vendor agrees to one of the following:

- a) Within 60 days, enroll in the State of Mississippi E-Payment vehicle, currently Paymode™, for the receipt of payment from the State of Mississippi.
- b) Obtain an exemption from DFA before providing any good or services which may be billable to MSH.

Vendor understands that payment will not be received from the MSH until enrollment in Paymode™ is complete, or an exemption is granted by DFA.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

MISSISSIPPI DEPARTMENT OF FINANCE AND ADMINISTRATION  
ADMINISTRATIVE RULE  
MANDATORY ELECTRONIC PAYMENT OF VENDORS

**I. General Purpose.**

- A. The Mississippi Department of Finance and Administration (DFA) serves as the primary executive branch agency for fiscal management. Under §7-7-41, the State Fiscal Officer has the authority to prescribe rules and regulations concerning the issuance of warrants and other forms of payments for all departments, institutions and agencies of the state. This rule, unless otherwise noted, is to set as the standard that vendors of the State of Mississippi shall be paid electronically and shall be provided the supporting remittance detail by electronic means.
- B. This rule is a means for reducing the costs to produce paper warrants and remittance advices. The State has documented significant savings in the move to electronic payment and remittance. The State avoids the costs associated with printing, sorting, distributing, copying, and mailing warrants. Additionally, the State has determined that there are reduced opportunities for fraud and lost payments under this means of payment and remittance.
- C. Vendors benefit by receiving notification of pending deposits of funds and have options for interfacing the remittance data from the State into their accounts receivable systems.

**II. Definitions.**

- A. ACH: Automated Clearing House. Affiliated with the U. S. Treasury and the Federal Reserve System and used as the conduit for electronic payments and collections.
- B. EFT: Electronic Funds Transfer. Electronic Funds Transfer (EFT) provides for electronic payments and collections. EFT is safe, secure, efficient, and less expensive than paper check payments and collections. Issuance costs for EFT payments are approximately 80% less than the cost to issue the same payment on a paper warrant. EFT transactions use the ACH network associated with the Federal Reserve System.
  - 1. The State of Mississippi uses "standard EFT" for transferring funds to employee bank accounts for direct deposit of payroll payments and for some transfers to checking accounts of State agencies.
  - 2. The State uses expanded EFT in the transfer of funds and remittance information using PayMode™. The State has established PayMode™ as the default payment method for those payments and transfers requiring supporting remittance information.
- C. E-payment vehicle: Tool that captures the payment and remittance information and pushes it electronically to the designated vendor from the source system (MAGIC). The ACH is used to move the funds while a proprietary system is used to provide access to supporting remittance data and notification of the availability of funds to the State's vendors.
- D. Existing Agreements: Individual agreements in place for the acceptance of electronic payments prior to the implementation of this policy.
- E. PayMode™: A Bank of America product, PayMode™ is the State's present e-payment vehicle.

- F. MAGIC: Mississippi Accountability System for Government Information and Collaboration, the successor system for SAAS and SPAHRS.
- G. Vendor payments: Payments initiated and approved by State Agencies for various goods and services or as used to transfer funds to other governing authorities such as school districts, cities, and counties.

### **III. Requirements for Transitioning to E-payment Vehicle**

- A. All existing vendors presently set up for payment through standard EFT, unless otherwise approved as an exemption, must be enrolled in PayMode™.
- B. All vendors established as new vendors in the State Magic System must be established for e-payment and remittance via PayMode™.
- C. All remaining MAGIC vendors, unless specifically exempted, must convert to PayMode™ on the schedule determined by DFA.
- D. To register for PayMode™, vendors should go to the Bank of America's™ enrollment website at <http://www.bankofamerica.com/paymode/ms>.
  - 1. Vendor must have a valid email address in order to enroll with PayMode™.  
This email address can be obtained through one of the free email services such as Yahoo or Hotmail.
  - 2. Vendor must have access to a computer. As computers are generally accessible in all businesses as well as in Public Libraries or other public forums, no exemption will be granted for having only limited or no access to a computer.
  - 3. Vendor may request assistance in enrolling with the State's e-payment service provider by contacting [mash@dfa.state.ms.us](mailto:mash@dfa.state.ms.us) or by calling MASH at (601) 359-1343.

### **IV. Requirements for Transitioning to E-invoicing**

- A. All vendors who contract with a state agency must agree to invoice the State electronically through PayMode.
- B. To register for PayMode E-invoicing, vendors must first register with PayMode for E-payment.
- C. Vendors must then complete additional information on the PayMode website to enroll in E-invoicing.
- D. Vendors may request assistance in enrolling in PayMode E-invoicing by contacting PayMode Customer Support at 1-866-252-7366.

### **V. Exemptions**

- A. The following are exempt from this rule:
  - 1. State employees as defined in §25-9-107;
  - 2. Contract workers – note that Independent Contractors are **not** exempt from this rule;
  - 3. Vendors specifically approved for “one of” payments using the

specific vendor number designated for that purpose by the Office of Fiscal Management;

4. Right-of-Way acquisition payments made by the Mississippi Department of Transportation.
5. Debt service payments made by the Office of the State Treasurer;
6. Tax payments to the IRS (standard EFT);
7. Tax payments to the Mississippi State Tax Commission (standard EFT);
8. Transfers to the Public Employees Retirement System of Mississippi (standard EFT);
9. Transfers to the Mississippi Deferred Compensation and Trust/SBA (standard EFT);
10. Vendors who apply for exemption and are approved by DFA.

B. To apply for exemption, the vendor must submit a written application to: Director, Office of Fiscal Management  
Department of Finance and Administration  
501 North West Street, Suite  
1101B Jackson, Mississippi 39201

C. Application must detail the following:

1. Reason(s) exemption requested. This must be a narrative explanation of the reason for the request;
2. Documentation of supporting cost and legal issues associated with the request for the exemption.

D. DFA will issue a written determination within 10 business days of the receipt of the exemption request. The written determination of DFA will be considered the final determination.

ATTACHMENT - G

**PROPOSAL ACKNOWLEDGEMENT AND AUTHORIZATION FORM**  
**FOR PROPOSED AGREEMENT ON MSH WASTE MANAGEMENT SERVICES**

1. The undersigned hereby acknowledges that he/she has read and understands the specifications, requirements, and proposed agreement regarding waste management services issued by Mississippi State Hospital (MSH). He/she further acknowledges that the offeror's proposed equipment, materials and/or services fully meet or exceed those as specified in Mississippi State Hospital Request for Proposal for waste management services dated January 6, 2016. Additionally, the offeror agrees that all of its proposal documents and responses to the aforementioned Request for Proposal will, at the option of MSH, become a legally binding and essential portion of the final contract between the offeror and MSH.
2. The undersigned hereby agrees that all information contained in this Request for Proposal is "Confidential and Proprietary Information," and agrees that it will not permit the duplication, use or disclosure of any such Confidential and Proprietary Information to any person (other than its own employees who must have such information for the performance of obligations thereunder by legal means), without authorization in writing by an authorized Project Officer of MSH.
3. By signing below, the undersigned acknowledges that he/she is a duly authorized agent of the company listed below and, as such, agrees to all above terms and conditions of the RFP for waste management services in whole, with exception of those noted as required and with exception of those amendments as acknowledged in writing to offeror and signed by a duly authorized agent of MSH.

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

Name of Authorized Agent (Printed): \_\_\_\_\_

Signature of Authorized Agent: \_\_\_\_\_

Date: \_\_\_\_\_

**NOTE: IT IS MANDATORY THAT THIS FORM BE SIGNED AND RETURNED WITH PROPOSAL**