

## **REQUEST FOR INVITATION FOR BIDS**

IFB: 02.23.2017.441

TO PROVIDE: REFERENCE LABORATORY SERVICES

ISSUE DATE: 1/27/2017

### **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**

Betty Hammett/Lab Director

Telephone: (601) 351-8000 ext. 4915

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

### **CLOSING DATE AND TIME**

Bids must be received by 3:00 p.m. (CST) on 02/23/2017

# CONTENTS PAGE

<b>SUBJECT</b>	<b>PAGE</b>
SECTION – I INFORMATION FOR BIDDERS	1 – 10
SECTION – II SERVICE REQUIREMENT SPECIFICATIONS	11 – 13
SECTION – III PROCUREMENT SCHEDULE	14
REFERENCE PAGE	ATTACHMENT – A
REFERENCE RATING FORM	ATTACHMENT – A2
SERVICE AGREEMENT SAMPLE	ATTACHMENT – B
CERTIFICATIONS AND ASSURANCES	ATTACHMENT – C
MS DEPT. OF FINANCE AND ADMINISTRATION RULE ON MANDATORY PAYMENT OF VENDORS	ATTACHMENT – D
LAB TESTS	EXHIBIT - A

**INTERNAL NOTE: MANDATORY PSCRB IFB CLAUSES (PARAGRAPHS: 1, 17, 18, 30, 48X2, 50, 52, 55, 56, 57, ATTCH – C)**

Mississippi State Hospital Invitation for Sealed Bids: Reference Lab Services 02.23.2017.441

January 27, 2017

Section – I: Information For Bidders

1. In accordance with the rules and regulations of the Mississippi Personal Service Contract Review Board (MPSCRB) Mississippi State Hospital (MSH) will receive sealed bids and award a contract for the reference lab services described in the following specifications. Bidders shall understand that any eventual contract resulting from this Invitation for Bid shall be governed by the applicable provisions of the Mississippi Personal Service Contract Review Board Rules and Regulations, a copy of which is available at 210 East Capitol, Suite 800, Jackson, Mississippi 39201 for inspection or downloadable at <http://www.mspb.ms.gov>.
2. **Sealed bids** must be **received not later than 3:00 P.M., Thursday, February 23, 2017**, at Mississippi State Hospital, Building 93 Central Warehouse, P.O. Box 1, 3550 Hwy 468 West, Whitfield, Mississippi 39193.
3. Opportunities for on-site visits at Mississippi State Hospital to discuss bid specifications and inspect work sites, products or equipment will be made by appointment only. Arrangements may be made by contacting H.L. Lockhart, Purchasing Chief, Mississippi State Hospital, P.O. Box 1, 3550 Hwy 468 West, Whitfield, Mississippi 39193 at (601) 351-8056.
4. The **term of the contract** shall be for a period of **three (3) years** for the services as specified in this request for sealed bids. The estimated start date for this contract will be within 90 days after notice of intent to award is sent to successful bidder.
5. It is our intent to procure professional reference laboratory services, for the Mississippi State Hospital Laboratory, for the types and quantities listed in this request for sealed bids, however quantities may be increased or decreased accordingly if the needs of MSH require such a change. Contract awards shall be requirement contracts 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. MSH shall order all reference lab services covered by this IFB from the awarded vendors, however MSH reserves the right to take bids separately if a particular quantity requirement arises which exceeds MSH's normal requirements or an amount specified herein this IFB. It shall be understood that MSH is exempted from ordering under the eventual contract when (1) services provided under this contract will not meet a nonrecurring , special need of MSH and (2) services are performed incidental to the State of Mississippi's own programs that can satisfy the need.

6. Failure to examine any drawings, specifications, and instructions will be at bidder's risk. It shall be incumbent upon the bidder to understand the specifications. Any request for clarifications shall be in writing and shall be submitted to our purchasing office at least ten (10) days prior to the time and date set for the bid opening.
7. 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, bidders 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 Purchasing Office. For determination as to whether any representation made requires that an amendment be issued, contact the MSH Purchasing Office at (601) 351-8056.
8. 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 bidder 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 bid invitation or bid procedures must be received in the Mississippi State Hospital Purchasing Office not less than ten (10) working days prior to the time and date set for the bid opening.
9. 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 bidder. Bidders should submit detailed descriptions, manufacturer names models and literature of the product and services they propose to furnish.
10. Questions or problems arising from bid procedures or subsequent order and delivery of services procedures should be directed to H.L. Lockhart, Purchasing Chief, Mississippi State Hospital, P.O. Box 1, Whitfield, MS 39193, (601) 351-8056.
11. Only one bid, per line item, per bidder. This means that only a single bid will be accepted from each bidder for each line item requested. Alternate bids unless specifically requested will not be considered.
12. Prices quoted shall be fixed and firm for the **three (3) year** term of the contract.
13. Invoices are to be billed to Mississippi State Hospital, P.O. Box 1, Whitfield, MS 39193, Attn: Accounts Payable. A second copy of invoices will be mailed to the attention of WMSH B60 Administration.
14. No bid shall be altered or amended after the final specified time for opening bids. Request for bids and modifications or corrections thereof received after the final closing time specified will not be considered.
15. No bid addendum will be issued within a period of five (5) working days prior to the time and date set

for the initial bid opening. Should it become necessary to issue an amendment within the five day period prior to the bid opening, the bid opening date will be reset giving bidders sufficient time to answer the addendum.

16. If purchase orders or contracts are canceled because of the awarded vendor's failure to perform or request for an unspecified price increase, that vendor shall be removed from our bidder's list for a period of no less than twenty four (24) months.
17. The bidder 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 contractor agrees during the term of the agreement that the contractor will strictly adhere to this policy in its employment practices and provision of products and services. The contractor shall comply with, and all activities under this agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.
18. It is expressly understood and agreed that the obligation of the Mississippi State Hospital 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 Mississippi State Hospital, Mississippi State Hospital shall have the right upon ten (10) days written notice to the vendor, to terminate this agreement without damage, penalty, cost or expenses to Mississippi State Hospital of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.
19. Mississippi State Hospital reserves the right to reject any and all bids in whole or in part and unless otherwise specified by the bidders, to award items, parts of items or by any group of items on the bid. Also the right is reserved to waive minor defects which do not affect the price, quality, delivery, or performance time of the services being procured. If the bidder fails to state the time within which bid must be accepted, it is understood and agreed that Mississippi State Hospital shall have ninety (90) days, from the bid opening date, to accept.
20. **Award criteria.** Award will be a multiple award, to two (2) vendors, made based on the lowest and best offer **by group** of items. Award shall be based on the overall total for each bidder. Factors to be considered in determining the best bid include: (1) Total Cost (2) Conformity to Specifications (3) Responsibility of Bidder (as defined by PSCRB rules and regulations) (4) Responsiveness of Bidder (as defined by PSCRB rules & regulations) (5) Acceptable (17.5 or higher) rating on vendor reference verification. All participating vendors will be notified of MSH's intent to award a contract. In addition, MSH will identify the selected vendor and the notice of award will be made available to the public.

21. It is the intent of Mississippi State Hospital 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 details along with bid for evaluation and approval.
22. All products and services bid 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 bid, if applicable, shall be new and of current production, latest design and construction.
23. Bid openings will be conducted open to the public. However, they will serve only to open the bids. 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 bid opening. All bidders are invited and encouraged to attend the bid opening to review the submitted bids. After the close of the bid opening meeting and prior to award, the bids will be considered to be in the evaluation process and will not be available for review by bidders. Non-participants will be prohibited from obtaining any information relative to the bid until after the official award has been made.
24. The successful vendor will ensure that any written material prepared, after award, by the vendor in response to the requirements of this solicitation 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 vendor. MSH may waive requirements if it is determined to be in the best interest of Mississippi State Hospital. This clause applies to reports and any written document submitted by the successful vendor(s) after a contract has been awarded and not prior to a bid being submitted or as part of a bid submission.
25. The successful vendor shall irrevocably transfer, assign, set over, and convey to Mississippi State Hospital all rights, title, and interest, including the sole exclusive and complete copyright interest, in any and all copy-rightable works created pursuant to any contract awarded as result of this bid invitation. The vendor further agrees to execute such documents as MSH may request to effect such transfer or assignment. Further the vendor agrees that the rights granted to MSH by this paragraph are irrevocable. The vendor's remedy in the event of termination of or dispute over any agreement entered into as a result of this solicitation shall not include any right to rescind, terminate, or otherwise revoke or invalidate in any way the rights conferred pursuant to the provisions of this paragraph. Similarly, no termination of any agreement entered into as result of this solicitation shall have the effect of rescinding, terminating, or otherwise invalidating the rights acquired pursuant to the provisions of this paragraph. MSH may waive this requirement if it is determined to be in the best interest of the hospital.

26. The successful vendor 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 to MSH, if applicable.
27. The successful vendor 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 vendor must provide a Certificate of Insurance, showing MSH as certificate holder under the contractor's general liability policy for the work to be performed, within **seven (7) working days** after notice of MSH intent to award a contract. Vendor shall also maintain in effect throughout the contract period workers' compensation insurance sufficient to meet or exceed the statutory minimum requirements of the State of Mississippi, as/if required by law, covering all persons performing work under this contract. The vendor shall be prepared to provide evidence of required worker's compensation insurance upon request by MSH at any during the contract period.
28. The Mississippi State Hospital accepts no responsibility for any expenses incurred by the bidder in the preparation and presentation of a bid. Such expenses shall be borne exclusively by the bidder.
29. The bidder should mark any and all pages of the bid considered to be proprietary information. Any pages not marked accordingly will be subject to review by the general public after award of the contract. Requests 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.
30. Bidders shall acknowledge receipt of any amendment to the solicitation by signing and returning the amendment with the bid, by identifying the amendment number and date in the space provided for this purpose on the bid form, or by letter. The acknowledgment must be received by the Mississippi State Hospital by the time and at the place specified for receipt of bids.
31. Bidder will provide at least three(3) references for contracts to provide services of similar size and scope to those specified in this bid invitation. References must include at least two (2) references for current contracts or those awarded within the past three years. Include the name of referenced organization, telephone number, start date of services, and the name of a responsible contact person. Reference information must be provided as a part of the bid package submitted for consideration. References must not be managed or owned by the parent company or organization of the submitting vendor. References must report the vendor to be of good reputation in providing applicable services as determined, by MSH, utilizing the MSH reference rating scale form. **List references on ATTACHMENT – A. See ATTACHMENT A2** for the reference rating form to be used, by designated

MSH Officers, in evaluating references. Vendors must score an average overall rating of 17.5 or higher in order to be considered for an award.

32. YEARS IN BUSINESS: Indicate the length of time you have been providing the same or similar services to those specified in this bid invitation on **ATTACHMENT – A**.
33. Bids must be submitted signed and sealed with bidder's name and address on outside of envelope, and the time **(3:00 P.M.)**, date of the bid opening **(February 23, 2017)**, and bid file number **(02.23.2017.441)** on the outside lower left corner of the envelope. Bid prices must be submitted on the form(s) provided in the bid package. All bids must be submitted in writing.
34. The successful vendor(s) shall enter into a contract which is substantially the same as the sample contract and its general terms and conditions attached as **ATTACHMENT - B**. The total contract shall consist of this invitation for bid, the proposed bid offer from vendor and the standard sample contract shown as **ATTACHMENT – B**. No other documents shall be a part of the formal contractual agreement. In no event is a vendor to submit its own standard contract terms and conditions in response to this solicitation. The Bidder may submit exceptions to terms and conditions listed in **ATTACHMENT – B**, and MSH will review requested exceptions and accept or reject exceptions at its sole discretion and as approved by the Mississippi Personal Service Contract Review Board. This contract shall take priority over any other agreements that may be signed separately in conjunction with this invitation for bid, to include third party agreements. Successful vendor may also be required to sign the MSH Business Associate Agreement which can be viewed by contacting the bid coordinator.
35. Change To Invitation To Bid. Prospective Bidders shall not change or alter this bid invitation in any way. Award will be based on acceptance of this invitation in its entirety and vendor shall respond solely utilizing this IFB document as required.
36. Negotiation Delay. If a written agreement cannot be negotiated within thirty (30) days of notification of the successful bidder(s), MSH may at its sole discretion at any time thereafter, terminate negotiations with that bidder and either negotiate a contract with the next qualified bidder or choose to terminate the IFB process and not enter into a contract with any of the bidders.
37. The vendor agrees that submission of a signed bid form is certification that the vendor will accept an award made to it as a result of the submission.
38. Before submitting a bid, each bidder 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 bidder will rely. If the bidder receives an award as a result of its bid submission, failure to have made such investigations and examinations will in no way relieve the bidder 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.

39. Taxes. Mississippi State Hospital is exempt from federal excise taxes and state and local sales or use taxes and bidders must quote prices which do not include such taxes. Evidence of exemption will be furnished upon request. Contractors making improvement to, additions to or repair work on real property on behalf of Mississippi State Hospital are liable for any applicable sales or use taxes on purchase of tangible personal property for use in connection with eventual contract. Contractors are likewise liable for any applicable use tax on personal property furnished to them by MSH for use in connection with their contracts. Contractors shall be liable for all personal property taxes that become due as a result of any awarded contract related to this Invitation for Bid.
40. The following schedule will be followed in the execution of this invitation for bids:
- A. January 27, 2017: Bid is issued
  - B. February 3, 2017 & February 10, 2017: Bid ad is published in the newspaper
  - C. February 16, 2017: Deadline for questions from vendors
  - D. February 23, 2017: Bid is opened
  - E. May, 1, 2017: Projected contract start date
- NOTE:** MSH reserves the right to amend and/or change the above schedule of events as it deems necessary.
42. Tie Bids. Low tie bids shall be awarded as specified in paragraph 3-202.14 of the State of Mississippi Personal Service Contract Procurement Regulations.
43. Mistakes in Bids. Mistakes in bids submitted shall be determined and resolved as specified in paragraph 3-202.12 of the State of Mississippi Personal Service Contract Procurement Regulations.
44. Bid modification and withdrawal. Bids may be modified or withdrawn by written notice received in the MSH Purchasing Office prior to the time and date set for bid opening.
45. Late Bids. Any bid received after the time and date set for receipt of bids is late. Any withdrawal or modification of a bid received after the time and date set for opening of bids at the place designated for opening is late. No late bid, late modification, or late withdrawal will be considered unless receipt would have been timely but for the action or inaction of state personnel directly serving Mississippi State Hospital. The only acceptable evidence to establish the date of mailing shall be the U.S. Postal Service postmark or other Courier Service postmark and if the postmark is not legible, the bid package or envelope shall be processed if mailed late. Bidders submitting late bids which shall not be considered for award shall be so notified as practicable.
46. All vendors shall sign, complete and return the Certifications and Assurances Form, **ATTACHMENT – C.**
47. Any protest by a responsive Bidder must be timely and in conformance with instructions set forth in

this bid invitation. The protest period for responsive Bidders shall begin on the day following the issuance of the notice of intent to award contract and end 5:00 P.M. on the **seventh day** following issuance of the notice. Protests must be written and must include the name and address of the protestor and the IFB number. It must also include a statement of grounds for protest, including appropriate supporting exhibits, and it must specify the ruling requested from MSH. The protest must be delivered to the MSH IFB coordinator. Protests received after the deadline will not be accepted.

48. Payments by state agencies using the State's accounting system shall be made and remittance information provided electronically as directed by the State. These payments shall be deposited into the bank account of the 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, which generally provides for payment of undisputed amounts by Mississippi State Hospital within forty-five (45) days of receipt of invoice. Mississippi Code Annotated 31-7-305. Please see **ATTACHMENT – D** for applicable rules and the signature page which must be signed and returned with your bid.
49. Bidder 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.
50. If applicable, Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008, and will register and participate in the status verification system for all newly hired employees. Mississippi Code Annotated 71-11-1 et seq. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor agrees to maintain records of such compliance. Upon request of the State and after approval of the Social Security Administration or Department of Homeland Security when required, Contractor agrees to provide a copy of each verification. Contractor further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws. The breach of this agreement may subject Contractor to the following: (a) termination of this contract and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public; (b) the loss of any license, permit, certification or other document granted to Contractor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year; or (c) both. In the event of such cancellations/termination, Contractor would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit to do business in the State.

51. The contract may be cancelled by MSH in whole or in part by written notice of default to the Contractor upon non-performance, violation of contract terms, delivery failure, bankruptcy or insolvency, or the making of an assignment for the benefit of creditors. An award may then be made to the next low bidder, or when time is of the essence, similar commodities and/or service may be purchased on the open market. In either event, the defaulting Contractor (or his/her surety) shall be liable to MSH for cost to MSH in excess of the defaulted contract price. Lack of knowledge by the Contractor will in no way be a cause for relief from responsibility.
52. The eventual contract resulting from this IFB shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the courts of the State. Contractor shall comply with applicable federal, state and local laws and regulations.
53. Bidders 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 as required by Mississippi State Code 79-4-15.01. If not already registered, at the time bid is submitted, Bidders understands that they must do so within seven (7) working days of being offered an award. This requirement does not apply to Sole Proprietors and MSH reserves the right to request documentation of bidder's business status.
54. Order of service utilization. The MSH laboratory shall utilize the lowest bidder, which can meet the specific requirements of this IFB, as the primary provider for any given testing requirements. MSH reserves the right, however, to choose the provider based on their ability to meet the specific testing requirements at any given time and as in the best interest of quality patient care and MSH.
55. **Order To Stop Work:** The procurement officer, 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 or the Termination for Convenience Clause 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 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.

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

56. This contract, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," and its exceptions. See Mississippi Code Annotated 25-61-1 et seq., and Mississippi Code Annotated 79-23-1.. In addition, this contract is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Mississippi code annotated 27-104-151 et seq. Unless exempted from disclosure due to a court-issued protective order, a copy of this executed contract is required to be posted to the Department of Finance and Administration's independent agency contract website for public access at <http://www.transparency.mississippi.gov>. Information identified by 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.
57. It is expressly understood that Mississippi law requires that the provisions of this contract which contain the commodities purchased or the personal or professional services provided, the price to be paid, and the term of the contract shall not be deemed to be a trade secret or confidential commercial or financial information and shall be available for examination, copying or reproduction.
58. A bidder, successful or unsuccessful, may request a post-award debriefing, in writing, by U.S. Mail or electronic submission. The written request must be received by the MSH Director within three (3) business days of notification of the contract award. A post-award debriefing is a meeting and not a hearing; therefore legal representation is not required. A debriefing typically occurs within five (5) business days of receipt of the request. If a bidder prefers to have legal representation present, the bidder must notify the MSH Director in writing and identify its attorney by name, address, and telephone number. MSH will schedule and/or suspend and reschedule the meeting at a time when a Representative of the Office of the Mississippi Attorney General can be present. For additional information regarding post-award debriefing, as well as the information that may be provided and excluded, please see section 7-114 through section 7114.07 of the Mississippi Personal Service Contract Review Board Rules and Regulations.

## Section - II Service Requirement Specifications

1. Purpose. The Mississippi State Hospital seeks to contract with **multiple, two (2) each** vendors to provide professional reference laboratory services which meet all applicable regulations and that comply with Joint Commission and CAP standards.
2. Background. The Mississippi State Hospital is a large psychiatric hospital and is the largest facility operated by the Mississippi Department of Mental Health. It is located about fifteen miles southeast of Jackson, Mississippi (Capitol) and directly south of the Jackson Evers International Airport on County Road 468. 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. MSH also operates six off-site patient residences. MSH currently operates 855 beds. The hospital has an average daily census of 779 patients. All divisions of MSH are accredited by the Joint Commission. The operational divisions of MSH are acute care, nursing home, child and adolescent psychiatric, adult psychiatric and community services.
3. Scope. The mission of the successful contractor shall be to provide comprehensive laboratory testing services and documentation (reporting) for all MSH non-pathological out sourced lab specimens.
4. Vendor Tasks & Requirements
  - A. The successful vendor(s) shall be expected to provide the MSH Laboratory with professional laboratory testing services for the specific tests listed on **Exhibit – A**.
  - B. Vendor shall provide pricing for all tests listed on Exhibit – A, and shall understand that pricing shall be fixed and firm for the entire three (3) year period of the contract. Vendor shall extend line item pricing totals for each test and also provide an overall total cost for all tests at the bottom on the last page (8) of Exhibit – A. Vendor shall also indicate on Exhibit – A any test which is outsourced for processing by anyone other than the submitting vendor.
  - C. Vendor shall provide a price list for all other tests offered which are not included on Exhibit – A and shall understand that this pricing shall also be fixed and firm for the entire three (3) year period of the contract.
  - D. Vendor shall be certified by the College of American Pathologists (CAP) or Joint Commission and shall provide documentation of certification in the bid package submitted. Vendor shall also adhere to Clinical Laboratory Improvement Amendments (CLIA) standards.
  - E. Vendor shall provide all collection supplies for all tests covered by this IFB to include: tubes, caps, bags, transfer pipettes, phlebotomy tubes, drug screen containers, 24 hour urine collection containers, culture transport swabs/media (anaerobic and aerobic), test requisitions, and blood culture bottles. This list is not intended to be exhaustive and vendors shall interpret this to mean that any and all supplies needed to collect and safely transport test specimens shall be provided at no additional costs to MSH.
  - F. Vendor shall provide transportation of all samples and documentation no less than once a day from MSH to the vendor's testing site, Monday through Saturday. Pick up shall be made between the hours of 3:00 P.M. and 5:00 P.M. each day.

- G. Vendor shall provide a schedule of turn-around times in the column provided on Exhibit – A for all tests to include required test result documentation.
- H. Vendor shall be responsible for ensuring that all required infection control practices are implemented in transporting test samples and that vendor staff receive training in the areas of infection control and proper handling of test samples to prevent sample contamination and sample mix ups. Documentation of staff training shall be provided when requested by MSH. Proper specimen handling and temperature will be maintained throughout the transportation and testing process as stated by established guidelines for maintaining specimen integrity.
- I. Vendor, specified in paragraph "J" below, shall provide as required by vendor's information system, any computers, printers, hardware and software as needed to transmit test result data to MSH. Vendor's information system must be compatible and must interface with the current MSH Lab information system, which at the time of this bid, is Orchard Software. Information system shall allow for order entry and result retrieval electronically through the laboratory information system. Vendor shall not require any additional agreements for computers, printer, or software apart from those terms and conditions specified in this invitation for bid.
- J. Vendor, utilized to perform the greatest percentage of test dollar volume, shall be solely responsible for providing MSH with a workable HL7 interface to current MSH laboratory information system in order to receive results electronically at no additional costs to MSH. Successful vendor shall commence installation, of interface, within 30 days after execution of the contract. Completion of testing and go-live status shall be final within 90 days after execution of the contract.
- K. Vendor, specified in paragraph "J" above, shall provide MSH with all communication lines needed to utilize any computers, printers, hardware and software required by the vendor to transmit test result data to MSH.
- L. Vendor shall understand that usage figures are based on historical information of tests ordered and utilized during the most recent twenty four (24) months prior to the issuance of this IFB and that usage is subject to change.
- M. Vendors shall understand that MSH reserves the right to utilize the vendor with the best turnaround time and lowest specimen rejection rate, for any therapeutic drug level testing, and shall report any specimen processing delays promptly or MSH may utilize the second vendor if it is determined to be in the best interest of MSH.
- N. MSH intends to submit the majority of its reference laboratory work to the lowest bidder meeting all requirements, for the specific tests submitted for testing, and that is interfaced with the MSH LIS.
- O. Vendor shall understand that microbiology testing specimens, sent with the regularly scheduled courier, must be processed no later than 7:00 PM on the date of collection.
- P. Blood cultures that are collected no later than 11:00 P.M. shall be picked up stat by the courier of the vendor utilized to perform this testing.
- Q. Vendor utilized to provide stat services shall provide stat services, to include stat courier service, 24 hours per day and 365 days per year. Stat requests shall include those tests that must be result on the date of collection.
- R. Bidders shall include any additional fees, to be charged for stat courier service, with their bid.

5. Reporting Requirements. Vendor(s) shall be required to submit prompt test result data for each test requested by MSH. Vendor shall provide quality assurance reports on all pathology, cytology and microbiology procedures. MSH may also require usage reports as needed for reference purposes.
6. Place of Performance. Vendor shall pick up specimens from the main campus of MSH and shall perform all testing at the vendor's place of business except for those tests already reported to MSH on Exhibit - A, to be outsourced for processing .
7. Period of Performance. Vendor(s) shall provide required services for a period of three (3) years beginning on approximately May 1, 2017 and ending on April 30, 2020.

Section – III  
Procurement Schedule/Execution Page – MSH Bid File: 02.23.2017.441  
REFERENCE LABORATORY SERVICES  
Note: See Exhibit – A For Detailed Test Listing and Usage

TOTAL OVERALL ANNUAL COST:\$\_\_\_\_\_ (ALSO SHOW TOTAL  
OVERALL ANNUAL COST ON LAST PAGE OF EXHIBIT – A)

ADDITIONAL FEE FOR STAT COURIER SERVICE:\$\_\_\_\_\_ EA (MUST BE A  
FLAT RATE PER STAT PICK UP) Estimated Quantity: 20 Per Year

BIDS WILL BE OPENED: 3:00 P.M. Thursday, February 23, 2017, at Building 93, Mississippi State Hospital.

I certify that I am authorized to enter into a binding contract, if this bid is accepted. By signing below, the undersigned agrees to all terms and conditions of the Invitation For Bid, including attachments and exhibits, in whole and with exception of those amendments as acknowledged in writing to bidder and signed by a duly authorized agent of MSH.

ACKNOWLEDGEMENT OF AMENDMENTS:

Bidders shall acknowledge the receipt of amendments by placing an "X" by each amendment number received –  
Amendment No. 1 ( ) Amendment No. 2 ( ) Amendment No. 3. ( ) Amendment No. 4 ( )

Vendor's Quotation No. \_\_\_\_\_ Date \_\_\_\_\_

Name Of Company \_\_\_\_\_ Telephone \_\_\_\_\_

Address \_\_\_\_\_

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

By \_\_\_\_\_ Title \_\_\_\_\_

(Signature)

We submit the above prices on behalf of \_\_\_\_\_ (Vendor) and agree to provide services within \_\_\_\_\_ days from receipt of order or notice to proceed. Unless notified to the contrary, this offer is good for 60 days from the date of the bid opening. In submitting the above bid, it is expressly agreed that upon proper acceptance of any or all items by the Mississippi State Hospital, a contract shall hereby be created only after a written purchase order or contract award notice is mailed or otherwise furnished to the successful bidder within the time of acceptance specified above without further action by either party. The contract shall not be assignable by the vendor in whole or in part without the written consent of Mississippi State Hospital.

H.L. Lockhart



Purchasing Chief



## REFERENCE PAGE – ATTACHMENT: A

COMPANY NAME	CONTACT PERSON	TELEPHONE	ADDRESS	DATE OF LAST SERVICE/SALE

NOTE: ALL REFERENCES WILL BE CONTACTED AND THEY MUST REPORT THE BIDDER TO BE OF GOOD REPUTATION IN PROVIDING SERVICES THE SAME AS THOSE REQUESTED IN THIS IFB.

### YEARS IN BUSINESS

Indicate the length of time you have been in business providing the services requested in this invitation for bid: \_\_\_\_\_  
Years and \_\_\_\_\_ Months

# ATTACHMENT – A2

## REFERENCE RATING FORM

Please rate reference laboratory provider: \_\_\_\_\_, on each factor listed below on a scale of 1 to 7, with 1 being poor and 7 being excellent. Also provide any additional comments below.

RATING FACTOR	RATING (1 to 7)	COMMENTS
Accuracy and quality of test results and reports		
Efficient turnaround time of test reporting		
Ease and accuracy of electronic reports over interface to include IT support		
Ease of ordering and submitting lab specimens		
Customer service, including notification of specimen rejection and courier service		
OVERALL SCORE:		

NOTE: VENDORS MUST SCORE AN OVERALL AVERAGE OF 17.5 POINTS IN ORDER TO BE CONSIDERED FOR BID AWARD.

ADDITIONAL COMMENTS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
Signature

**ATTACHMENT – B**

**SAMPLE CONTRACT AGREEMENT**



## AGREEMENT BETWEEN MISSISSIPPI STATE HOSPITAL of

Whitfield Mississippi (MSH) and \_\_\_\_\_

This agreement is entered into by Mississippi State Hospital, hereafter called "Hospital" whose address is Post Office Box 157-A, 3550 Highway 468 West, Whitfield, Mississippi

and \_\_\_\_\_, hereinafter called "Independent Contractor" for the provision of services as set out herein. The term "Hospital" includes Whitfield Medical Surgical Hospital, Jaquith Nursing Home, Oak Circle Center, and other programs and divisions of Mississippi State Hospital

NOW THEREFORE, the parties agree to the terms and conditions herein.

### 1. INDEPENDENT CONTRACTOR

Neither Independent Contractor nor its employees shall, under any circumstances, be considered servants or agents of the Hospital or any of its subordinate programs and Hospital or any of its subordinate programs shall be at no time legally responsible for any negligence or other wrongdoing by the Independent Contractor or its servants, or agents. Hospital agrees to compensate as outlined in Attachment A, which is attached hereto and made a part of as if fully copied herein. These funds shall be paid directly to the Independent Contractor by Hospital. Hospital or any of its subordinate programs shall not withhold from the Independent Contractor payments for any federal or state unemployment taxes, federal or state income taxes, Federal Insurance Contributions Act (FICA) withholdings, or any other amounts for benefits to Independent Contractor. Further, Hospital or its subordinate programs shall not provide to Independent Contractor any insurance coverage or other benefits including Workers Compensation, normally provided by the state for its employees.

### 2. SCOPE OF WORK

Independent Contractor agrees to provide services to the Hospital as described, and under the conditions, as set out in Attachment A which is attached hereto and made a part of as if fully copied herein.

### 3. PERIOD OF AGREEMENT

Performance of the services will begin on or about \_\_\_\_\_ and will end on or about \_\_\_\_\_.

4. RESERVATION OF RIGHT

Any and all forms, reports, designs, and other materials prepared by Independent Contractor for Hospital shall be used by Hospital only for its own internal operations. Hospital retains all rights and interest in said reports.

5. APPLICABLE LAW

The contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect hereto shall be brought in the courts of the state. The Independent Contractor shall comply with applicable federal and state local laws and regulations.

6. AVAILABILITY OF FUNDS

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 Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the agreement are at, any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the Hospital, the Hospital shall have the right upon ten (10) working days written notice to the Independent Contractor, 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.

7. REPRESENTATION REGARDING CONTINGENT FEES

The Independent Contractor 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 contractor's bid or proposal.

8. REPRESENTATION REGARDING GRATUITIES

The bidder, offeror, or Independent Contractor represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 6-204 (Gratuities) of the *Mississippi Personal Service Contract Procurement Regulations*.

9. PROCUREMENT REGULATIONS

The contract shall be governed by the applicable provisions of the Personal Services Contract Review Board Regulations, a copy of which is available at 210 East Capitol, Suite 800, Jackson, MS for inspection.

10. TRADE SECRETS, COMMERCIAL AND FINANCIAL INFORMATION

It is expressly understood that Mississippi law requires that the provisions of this contract which contain the commodities purchased or the personal or professional services provided, the price to be paid, and the term of the contract shall not be deemed to be a trade secret or confidential commercial or financial information and shall be available for examination, copying, or reproduction.

11. TRANSPARENCY

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

12. COMPLIANCE WITH LAWS

The Independent Contractor 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, religion, physical handicap, disability, genetic information, or any other consideration made unlawful and the

Independent Contractor agrees during the term of the agreement that the Independent Contractor will strictly adhere to this policy in its employment practices and provisions of services. The Independent Contractor shall comply with, and all activities under this agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified, "as well as in accordance with the standards of the Joint Commission (JC)."

13. HIPAA

Independent Contractor agrees to comply with the Final Omnibus Rule of the Health Insurance Portability and Accountability Act of 1996 and any amendments there too, including electronic data interchange, code sets, identifiers, security, and privacy provisions, as may be applicable to the service under this contract."

14. TERMINATION FOR CONVENIENCE

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

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

15. TERMINATION FOR DEFAULT

(a) *Default.* If Independent Contractor refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract or any extension thereof, or otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the Hospital Director or designee may notify Independent Contractor in writing of the delay or nonperformance and if not cured in ten (10) days or any longer time specified in writing by the Hospital Director or designee, such officer may terminate Independent Contractor's right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the Hospital Director or designee may procure similar supplies or services in a manner and upon terms deemed appropriate by the Hospital Director or designee. Independent Contractor shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.

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

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

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

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

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

#### 16. TERMINATION UPON BANKRUPTCY

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



17. E-PAYMENT

Independent Contractor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The Hospital agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies," which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of invoice. Mississippi Code Annotated § 31-7-305.

18. E-VERIFICATION

Independent Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act 2008 and will register and participate in the status verification system for all newly hired employees. Mississippi Code Annotated §§ 71-11-1 *et seq.* The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Independent Contractor agrees to maintain records of such compliance and, upon request of the State, to provide a copy of each such verification to the State. Independent Contractor 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. Independent Contractor understands and agrees that any breach of these warranties may subject Independent 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 Independent 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, Independent Contractor would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit.

19. ANTI-ASSIGNMENT/SUBCONTRACTING

The Independent Contractor acknowledges that it was selected by the Hospital to perform the services required hereunder based, in part, upon the Independent

Contractor's special skills and expertise. The Independent Contractor 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.

20. STOP WORK ORDER

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

(1) Cancel the stop work order; or,

(2) Terminate the work covered by such order as provided in the Termination for Convenience clause of this contract.

(b) Cancellation or Expiration of the Order: If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the Independent Contractor shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or Independent Contractor price, or both, and the contract shall be modified in writing

accordingly, if:

(1) the stop work order results in an increase in the time required for, or in the Independent Contractor's cost properly allocable to, the performance of any part of this contract; and,

(2) the Independent Contractor asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage; provided that, if the

procurement officer decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this contract.

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

## 21. PAYMODE

Payments by state agencies using the State's accounting system shall be made and remittance information provided electronically as directed by the State. These payments shall be deposited into the bank account of Contractor's choice. The State may, at its sole discretion, require Contractor to electronically submit invoices and supporting documentation at any time during the term of this Agreement. Contractor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.

## 22. APPROVAL

It is understood that this contract requires approval by the Personal Service Contract Review Board. If this contract is not approved, it is void and no payment shall be made hereunder.

## 23. AUTHORITY TO CONTRACT

Contractor warrants: (a) that it is a validly organized business with valid authority to enter into this agreement; (b) that it is qualified to do business and in good standing in the State of Mississippi; (c) that entry into and performance under this agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind; and, (d) notwithstanding any other provision of this agreement to the contrary, that there are no existing legal proceedings or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this agreement.

## 24. CHANGE IN SCOPE OF WORK

The Hospital may order changes in the work consisting of additions, deletions, or other revisions within the general scope of the contract. No claims may be made by Contractor that the scope of the project or of Contractor's services has been changed, requiring changes to the amount of compensation to Contractor or other adjustments to the contract, unless such changes or adjustments have been made by written amendment to the contract signed by the Hospital and Contractor.

If Contractor believes that any particular work is not within the scope of the project, is a material change, or will otherwise require more compensation to Contractor, Contractor must immediately notify the Hospital in writing of this belief. If the Hospital believes that the particular work is within the scope of the contract as written, Contractor will be ordered to and shall continue with the work as changed and at the cost stated for the work within the contract.

25. INFORMATION DESIGNATED BY CONTRACTOR AS CONFIDENTIAL

Any disclosure of those materials, documents, data, and other information which Contractor has designated in writing as proprietary and confidential shall be subject to the provisions of Mississippi Code Annotated §§ 25-61-9 and 79-23-1. As provided in the contract, the personal or

professional services to be provided, the price to be paid, and the term of the contract shall not be deemed to be a trade secret, or confidential commercial or financial information.

Any liability resulting from the wrongful disclosure of confidential information on the part of Contractor or its subcontractor shall rest with Contractor. Disclosure of any confidential information by Contractor or its subcontractor without the express written approval of the Hospital shall result in the immediate termination of this agreement.

26. CONFIDENTIALITY

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

27. CONTRACTOR PERSONNEL

The Hospital shall, throughout the life of the contract, have the right of reasonable rejection and approval of staff or subcontractors assigned to the work by Contractor. If the Hospital reasonably rejects staff or subcontractors, Contractor must provide replacement staff or subcontractors satisfactory to the Hospital in a timely manner and at no additional cost to the Hospital. The day-to-day supervision and control of Contractor's employees and subcontractors is the sole responsibility of Contractor.

28. DEBARMENT AND SUSPENSION

Contractor certifies to the best of its knowledge and belief, that it:

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

29. DISCLOSURE OF CONFIDENTIAL INFORMATION

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

30. EXCEPTIONS TO CONFIDENTIAL INFORMATION

Contractor and the State shall not be obligated to treat as confidential and proprietary any information disclosed by the other party ("disclosing party") which:

- (a) is rightfully known to the recipient prior to negotiations leading to this agreement, other than information obtained in confidence under prior engagements;
- (b) is generally known or easily ascertainable by nonparties of ordinary skill in the business of the customer;
- (c) is released by the disclosing party to any other person, firm, or entity (including governmental agencies or bureaus) without restriction;

- (d) is independently developed by the recipient without any reliance on confidential information;
- (e) is or later becomes part of the public domain or may be lawfully obtained by the State or Contractor from any nonparty; or,
- (f) is disclosed with the disclosing party's prior written consent.

#### 31. FAILURE TO DELIVER

In the event of failure of Contractor to deliver services in accordance with the contract terms and conditions, the Hospital, after due oral or written notice, may procure the services from other sources and hold Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the Hospital may have.

#### 32. FAILURE TO ENFORCE

Failure by the Hospital at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the Hospital to enforce any provision at any time in accordance with its terms.

#### 33. FORCE MAJEURE

Each party shall be excused from performance for any period and to the extent that it is prevented from performing any obligation or service, in whole or in part, as a result of causes beyond the reasonable control and without the fault or negligence of such party and/or its subcontractors. Such acts shall include without limitation acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, earthquakes, floods, or other natural disasters ("force majeure events"). When such a cause arises, Contractor shall notify the State immediately in writing of the cause of its inability to perform, how it affects its performance, and the anticipated duration of the inability to perform. Delays in delivery or in meeting completion dates due to force majeure events shall automatically extend such dates for a period equal to the duration of the delay caused by such events, unless the State determines it to be in its best interest to terminate the agreement.

#### 34. INDEMNIFICATION

To the fullest extent allowed by law, Contractor shall indemnify, defend, save and hold harmless, protect, and exonerate the agency, its commissioners, board members, officers, employees, agents, and representatives, and the State of Mississippi from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever including, without limitation, court costs, investigative fees and expenses, and attorney's fees, arising out of or caused by Contractor and/or its partners, principals, agents, employees and/or subcontractors in the performance of or failure to perform this agreement. In the State's sole discretion, Contractor may be allowed to control the defense of any such claim, suit, etc. In the event Contractor defends

said claim, suit, etc., Contractor shall use legal counsel acceptable to the State. Contractor shall be solely responsible for all costs and/or expenses associated with such defense, and the State shall be entitled to participate in said defense. Contractor shall not settle any claim, suit, etc. without the State's concurrence, which the State shall not unreasonably withhold.

### 35. INDEPENDENT CONTRACTOR STATUS

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

### 36. MODIFICATION OR RENEGOTIATION

This agreement may be modified only by written agreement signed by the parties hereto. The parties agree to renegotiate the agreement if federal and/or state revisions of any applicable laws or regulations make changes in this agreement necessary.

### 37. NO LIMITATION OF LIABILITY

Nothing in this agreement shall be interpreted as excluding or limiting any tort liability of Contractor for harm caused by the intentional or reckless conduct of Contractor or for damages incurred through the negligent performance of duties by Contractor or the delivery of products that are defective due to negligent construction.

### 38. ORAL STATEMENTS

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this contract. All modifications to the contract must be made in writing by the Hospital or Contract Worker and agreed to by the other party in the contract.

39. RECOVERY OF MONEY

Whenever, under the contract, any sum of money shall be recoverable from or payable by Contractor to the Hospital, the same amount may be deducted from any sum due to Contractor under the contract or under any other contract between Contractor and the Hospital. The rights of the Hospital are in addition and without prejudice to any other right the Hospital may have to claim the amount of any loss or damage suffered by the Hospital on account of the acts or omissions of Contractor.

40. STATE PROPERTY

Contractor will be responsible for the proper custody and care of any state-owned property furnished for Contractor's use in connection with the performance of this agreement. Contractor will reimburse the State for any loss or damage, normal wear and tear excepted.

41. THIRD PARTY ACTION NOTIFICATION

Contractor shall give the customer prompt notice in writing of any action or suit filed, and prompt notice of any claim made against Contractor by any entity that may result in litigation related in any way to this agreement.

42. UNSATISFACTORY WORK

If, at any time during the contract term, the service performed or work done by Contractor is considered by the Hospital to create a condition that threatens the health, safety, or welfare of the citizens and/or employees of the State of Mississippi, Contractor shall, on being notified by the Hospital, immediately correct such deficient service or work. In the event Contractor 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 Contractor.

43. WAIVER

No delay or omission by either party to this agreement in exercising any right, power, or remedy hereunder or otherwise afforded by contract, at law, or in equity shall constitute an acquiescence therein, impair any other right, power or remedy hereunder or otherwise afforded by any means, or operate as a waiver of such right, power, or remedy. No waiver by either party to this agreement shall be valid unless set forth in writing by the party making said waiver. No waiver of or modification to any term or condition of this agreement will void, waive, or change any other term or condition. No waiver by one party to this agreement of a default by the other party will imply, be construed as or require waiver of future or other defaults.



44. NOTICES

All notices required or permitted to be given under this agreement must be in writing and personally delivered or sent by certified United States mail, postage prepaid, return receipt requested, to the party to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

For Contract Worker: Name: \_\_\_\_\_ Title: \_\_\_\_\_

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

For the Hospital: Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: Post Office Box 157-A, Whitfield, Mississippi  
3550 Highway 468 West, Whitfield, Mississippi

45. INTEGRATED AGREEMENT/MERGER

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

\_\_\_\_\_  
James G. Chastain  
Director  
Mississippi State Hospital

\_\_\_\_\_  
Date

\_\_\_\_\_  
Independent Contractor

\_\_\_\_\_  
Date

## 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):

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 bid.
02. Representation Regarding Gratuities. The bidder, or contractor represents that it **has/has not (Circle One)** 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.
03. Certification of Independent Price Determination. The bidder certifies that the prices submitted in response to the solicitation **has/has not (Circle One)** been arrived at independently and without – for the purpose of restricting competition – any consultation, communication, or agreement with any other bidder or competitor relating to those prices, the intention to submit an bid, or the methods or factors used to calculate the prices bid.
04. Prospective Contractor's Representation Regarding Contingent Fees. The prospective contractor represents as a part of such contractor's bid 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 bid, the bidder certifies that it **is/is not (Circle One)** currently debarred from submitting bids 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 from submitting bids 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

### 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.